



CYNTHIA D. BANKS  
Interim Director

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## COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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BOARD OF SUPERVISORS

GLORIA MOLINA  
YVONNE B. BURKE  
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DON KNABE  
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*"To Enrich Lives Through Effective And Caring Service"*

February 21, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ALLOCATE FISCAL YEAR (FY) 2005-06 WORKFORCE  
INVESTMENT ACT ADULT AND DISLOCATED WORKER PROGRAM FUNDS  
TO MANAGED CAREER SOLUTIONS TO OPERATE THE ASIAN/PACIFIC  
ISLANDER MINI-CAREER CENTER  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Interim Director of Community and Senior Services (CSS) or designee, to execute the attached contract (Exhibit A) with Managed Career Solutions, Inc., dba MCS Rehabilitation in the amount of \$175,000 to operate the Asian Pacific Islander Min-Career Center. This funding was approved for acceptance by the Board on June 14, 2005, and held in abeyance for a future contract in the fifth supervisorial district at that time. Services will include direct WIA job-related employment, placement and training services to Asian/Pacific Islanders (API) and Limited English Proficient (LEP) populations. County Counsel has approved the attached contract. The contract will be effective upon Board of Supervisors approval through June 30, 2006.
2. Delegate authority to the Interim Director of CSS or designee to execute contract amendments to extend the contract period and/or to increase or decrease the contract amount based on contractor performance and availability of funding provided that: (a) the amount of the change does not exceed 25 percent of the original contract amount; (b) approval of County Counsel and the CAO is obtained prior to such amendment; and (c) the Interim Director of CSS confirms in writing to the Board and the CAO within 30 days after execution that such amendments have been executed. This action would assure full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

On December 3, 2002, a motion was approved by the Board of Supervisors, requesting that the Workforce Investment Board (WIB), in collaboration with CSS, to determine the feasibility of developing a pilot program in the Fifth Supervisorial District to create a satellite office to address the employment needs of the API Community. Funding for this satellite office was held in abeyance for the Fifth Supervisorial District. The WIB formed an API Taskforce to conduct a feasibility study with various stakeholders in the community, which determined the emergent need for employment services to the API community. Based on study's findings, the WIB released an RFP for the API Mini-Career Center for which Managed Career Solutions, Inc., dba MCS Rehabilitation was the successful bidder.

Pursuant to the Board motion and based on the feasibility study, on September 29, 2005, the Workforce Investment Board approved the recommendation to fund Managed Career Solutions, Inc., dba MCS Rehabilitation, in the amount of \$175,000 to establish and operate the API Mini-Career Center.

### **Implementation of Strategic Plan Goals**

The recommended actions support the Countywide Strategic Plan Goal 1: Service Excellence.

### **Performance Measures**

Performance evaluations are based on the measures established in the WIA and are aligned with the County's Performance Counts! Initiative.

The two performance outcomes to be tracked are placement into unsubsidized employment and job retention.

## **FISCAL IMPACT/FINANCING**

The cost for the Asian Pacific Islander Program for FY 2005-06 is \$175,000. There is no impact on the County General Fund and funding has been included in the department's FY 2005-2006 Adopted Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The API Mini-Career Center Request for Proposal (RFP) was designed to help address gaps in services to CalWORKs and WIA Adult and Dislocated Worker program eligible individuals, particularly the API and LEP populations in San Gabriel Valley, by providing WIA employment services sensitive to their special linguistic needs and cultural barriers.

On January 8, 2004, the WIB approved the utilization of an existing mini-career center model for the implementation of a pilot program in the San Gabriel Valley in which a mini-career center would be established to address the needs of CalWORKs

participants, including the non-English-speaking population. The WIB also authorized the release of an RFP to procure an agency for the delivery of services.

On December 15, 2004, CSS issued the RFP inviting eligible applicants who demonstrated a strong understanding of the WIA program, the ability to operate a Mini-Career Center in an effective and efficient manner, and the ability to provide culturally competent services.

Four proposals were received by the deadline of January 20, 2005, representing a total funding request of \$699,300. Attachment A lists the applicant agencies. All four proposals were reviewed and scored by a team consisting of a CSS staff member with expertise in rating proposals and WIA programs and a member of the WIB's API Taskforce with extensive experience serving the API population and attending API Taskforce meetings. The rating instrument used to evaluate the proposals incorporated input from the Auditor-Controller (A-C). Proposals were ranked according to numerical scores. One protest was received and resolved according to the procedures set forth in the solicitation. The highest-ranked applicant, Managed Career Solutions, Inc., dba MCS Rehabilitation, was approved by the WIB for funding.

### **CONTRACTING PROCESS**

Upon approval of the final funding recommendation by the Board of Supervisors, CSS will proceed with the execution of the contract for the agency listed on Attachment A.

CSS has informed the WIA successful proposer that no start-up activities can begin until CSS' funding recommendation has been approved by your Board.

The CAO has reviewed and concurs with the recommended actions. County Counsel has reviewed and approved the attached contract.

### **Monitoring**

Beginning in fiscal year 2003-04, CSS began contracting with the A-C to conduct fiscal and contract compliance monitoring of all of its contractors within the Workforce Development Branch. Through its resolution process, CSS is responsible for ensuring that the reported monitoring findings are resolved, that training is provided to our contractors, if necessary, and/or that program policies are developed.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions will allow the API Mini-Career Center to address gaps in services to the API and LEP populations in the San Gabriel Valley by providing WIA employment and job advancement services that are sensitive to the communities' special needs and barriers. The recommended agency indicated in Attachment A will operate the Center and provide innovative employment services and job advancement opportunities to individuals through a multilingual and multicultural approach.

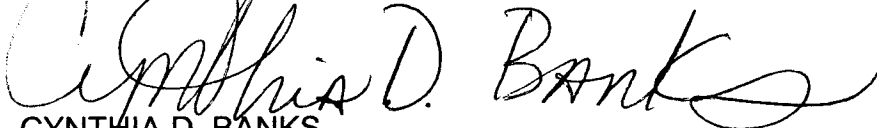
The Honorable Board of Supervisors

January 10, 2006

Page 4 of 4

For the remainder of FY 2005-06, Managed Career Solutions, Inc., dba MCS Rehabilitation will serve an estimated 1,200 individuals through Core A (providing universal access to information about job resources, career options, job search, for example), approximately 50 Core B enrollments (staff-assisted services), and 40 persons in Intensive Services (services needed to achieve employment and/or self-sufficiency), for a per placement cost of approximately \$6,250.

Respectfully submitted,

A handwritten signature in black ink, reading "Cynthia D. Banks". The signature is fluid and cursive, with the first name "Cynthia" written in a larger, more prominent script than the last name "Banks".

CYNTHIA D. BANKS  
Interim Director

Attachments (3)

C: David E. Janssen  
Raymond G. Fortner, Jr.  
Violet Varona-Lukens  
J. Tyler McCauley

**ATTACHMENT A**

**WORKFORCE INVESTMENT ACT (WIA)  
ASIAN PACIFIC ISLANDER (API) MINI-CAREER CENTER REQUEST FOR  
PROPOSALS (RFP)  
LIST OF APPLICANTS AND FUNDING RECOMMENDATION**

**TOTAL GRANT AMOUNT OF \$175,000 AVAILABLE FOR ONE CONTRACTOR**

<b>LIST OF APPLICANTS (in order of Ranking)</b>	
<b>Agency Name</b>	<b>Recommended Allocation</b>
Managed Career Solutions, Inc. dba MCS Rehabilitation	\$175,000
Pacifico Employment Agency Corporation	\$0
Pacific Asian Consortium in Employment (PACE)	\$0
Economic and Employment Development Center (EEDC)	\$0
<b>TOTAL ALLOCATION:</b>	<b>\$175,000</b>



**COUNTY OF LOS ANGELES**

**WORKFORCE INVESTMENT ACT GRANT  
ADULT AND DISLOCATED WORKER PROGRAM CONTRACT**  
*By and Between the County of Los Angeles,  
and Managed Career Solutions, Inc.*

Contract # Adult: \_\_\_\_\_  
Dislocated Worker: \_\_\_\_\_  
Amendment/Mod #: \_\_\_\_\_

**COUNTY OF LOS ANGELES  
WORKFORCE INVESTMENT ACT GRANT  
ADULT AND DISLOCATED WORKER PROGRAM CONTRACT**

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the County of Los Angeles, by and through its Department of Community and Senior Services ("CSS"), and MANAGED CAREER SOLUTIONS, INC. ("Contractor").

**PREAMBLE**

**WHEREAS**, the Workforce Investment Act Adult and Dislocated Worker Program (Public Law 105-220) (hereinafter, the "Program") was implemented to provide a comprehensive array of Workforce Investment Act services to adult and dislocated workers through the One-Stop delivery system; and,

**WHEREAS**, the County has received funding under the Program to support Program activities administered by the County within its jurisdictional boundaries; and

**WHEREAS**, on \_\_\_\_\_, the Board of Supervisors authorized CSS to enter into an agreement with the Contractor for the purpose of providing services to eligible participants under the Program.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program, as administered by the County, the parties do hereby agree as follows:

**SECTION 1. APPLICABLE DOCUMENTS.** (a) This Contract consists of this 5-page document and the following exhibits, inclusive:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Mandated Program Requirements (Exhibit B)
- (3) Statement of Work (Exhibit C)

- (4) Budget (Exhibit D)
- (5) Performance Requirements (Exhibit E)
- (6) Auditor-Controller Handbook (Exhibit F)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this five-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved first in favor of Exhibit B (Mandated Program Requirements) and then in favor of Exhibit A (Standard Terms and Conditions) to this Contract.

**SECTION 2. CONTRACTOR OBLIGATIONS.** (a) Contractor shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by the County, Employment Development Department and the Department of Labor, and relevant Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the Funding Source).

(b) In addition to other obligations set forth in this Contract, and subject to County oversight, the Contractor shall perform those activities identified in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B).

(c) Prior to execution of this Contract, Contractor shall fully comply with **§ 401** (Conditions Precedent to Execution of Contract) of the Standard Terms and Conditions (**Exhibit A**). Absent compliance with **§ 401** and execution of the Contract, Contractor shall not be authorized to provide services set forth in **Section 2**, and shall not be entitled to payment for any services rendered prior to execution of the Contract.

(d) Accurate and complete invoices shall be submitted by Contractor to the County Program Manager, no later than the 5<sup>th</sup> working day of the month immediately following the month in which the services invoiced were rendered or the actual expenditures invoiced were incurred. In the event accurate and complete invoices are not timely submitted, the County may decline payment of a portion or all of the amount invoiced.



**SECTION 3. COUNTY FISCAL OBLIGATION.** The County agrees to reimburse the Contractor for satisfactory provision of services identified in the Statement of Work (**Exhibit C**) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed One Hundred Seventy-Five Thousand dollars (\$175,000.00 [Adult: \$84,963; Dislocated Worker: \$90,037]) during the term of this Contract.

**SECTION 4. PROGRAM MONITORING.** (a) Contractor shall comply with all provisions of this Contract addressing Program monitoring of the Standard Terms and Conditions (**Exhibit A**).

(b) The County intends to perform contract compliance reviews and program monitoring pursuant to CSS policies and procedures. In accordance with such policies, it is contemplated that CSS will conduct periodic reviews and monitoring no less than quarterly during the term of the Contract. This section shall not be construed, interpreted nor deemed to waive or otherwise limit the Contractor's monitoring obligations and responsibilities set forth in this Contract, nor is it intended to create any obligation on behalf of the County or any right or benefit for the Contractor.

**SECTION 5. TERM.** The term of this Contract shall commence on \_\_\_\_\_, 2006 and terminate no later than June 30, 2006, except as otherwise provided in this Contract.

**SECTION 6. CONTRACT ADMINISTRATION.** (a) The County Program Manager who shall be responsible for administering the Program-related provisions of the Contract on behalf of the County shall be Josie Marquez, Director, Workforce Development and/or such other person designated by the Director.

(b) The Contractor's Program Manager, who shall be responsible for administering the Contract on behalf of the Contractor shall be

\_\_\_\_\_, \_\_\_\_\_  
[Name] [Title]

**SECTION 7. NOTICES/AUTHORIZED SIGNATURES. (a)**

**Notices:** Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(1) County of Los Angeles

Cynthia Banks, Interim Director  
County of Los Angeles  
Community and Senior Services  
3175 West Sixth Street  
Los Angeles, CA 90020-1798

County of Los Angeles

Josie Marquez, Director,  
Workforce Development  
County of Los Angeles  
Community and Senior Services  
3175 West Sixth Street  
Los Angeles, CA 90020-1798

(2) Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

(b) **Authorized Signatures.** Person(s) authorized to sign Contractor's Reimbursement Requests:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

/

/

**IN WITNESS WHEREOF**, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Contractor have caused this Contractor to be executed on their behalf by their duly authorized representatives.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Cynthia D. Banks, Interim Director  
Community & Senior Services

Approved as to Form:

RAYMOND G. FORTNER, JR.  
County Counsel

By: \_\_\_\_\_  
Deputy

**CONTRACTOR**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)



**LOS ANGELES COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT PROGRAMS**

**EXHIBIT A**

**STANDARD TERMS AND CONDITIONS**

# TABLE OF CONTENTS

	<u>Page</u>
§ 100. DEFINITIONS .....	1
§ 101. "Code" .....	1
§ 102. "Contract" .....	1
§ 103. "Contractor" .....	1
§ 104. "County" .....	1
§ 105. "County Project Director" .....	1
§ 106. "County Program Manager" .....	1
§ 107. "Department or Community and Senior Service" .....	1
§ 108. "Program" .....	1
§ 109. "State of California or Employment Development Department" .....	1
§ 110. "Workforce Investment Act or WIA" .....	1
§ 200. ASSURANCES/CERTIFICATIONS .....	2
§ 201. Legal Authority .....	2
§ 202. Compliance with Laws .....	2
§ 203. Compliance with Civil Rights Laws .....	3
§ 204. Nondiscrimination and Affirmative Action .....	3
§ 205. Wage and Hour Laws .....	4
§ 206. Safety and Working Conditions .....	5
§ 207. Employment Eligibility Verification .....	5
§ 208. Drug Free Workplace Compliance .....	5
§ 209. Selective Service Requirements .....	5
§ 210. Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	6
§ 211. INTENTIONALLY OMITTED .....	6
§ 212. Conflict of Interest/Contracts Prohibited .....	6
§ 213. Termination for Non-Adherence of County Lobbyist Ordinance .....	7
§ 214. Consideration of Hiring County Employees Targeted for Layoff/ or on Re- Employment List .....	7
§ 215. Consideration of Hiring GAIN/GROW Program Participants .....	7
§ 216. Contractor Responsibility and Debarment .....	8
§ 217. Nepotism .....	9
§ 218. Administrative and Personnel Procedures .....	9
§ 219. Other Agreements .....	10
§ 220. Notification of Federal Earned Income Credit .....	10
§ 221. Activities Prohibited .....	10
§ 222. Cost-of-Living Adjustments .....	10
§ 223. Limitation on Corporate Acts .....	11
§ 224. Contractor's Acknowledgment of Recycled-Content Paper Use .....	11
§ 225. Sectarian Activities .....	11
§ 226. Quality Assurance Plan .....	11
§ 227. Compliance With Tax Regulations .....	11
§ 228. General Grievance Procedures .....	12
§ 229. Compliance with Jury Service Program .....	12
§ 230. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law .....	13

§ 231. Notice to Employees Regarding the Safely Surrendered Baby Law .....	14
§ 232. Contractor's Charitable Activities Compliance.....	14
§ 300. INDEPENDENT CONTRACTOR.....	14
§ 301. Independent Contractor .....	14
§ 302. Limitations .....	14
§ 400. CONTRACT ADMINISTRATION .....	15
§ 401. Conditions Precedent to Execution of Contract.....	15
§ 500. PROVISION OF SERVICES .....	16
§ 501. Services .....	16
§ 502. Non-Authorized Participants.....	16
§ 600. COMPENSATION AND METHOD OF PAYMENT .....	16
§ 601. Method Of Compensation .....	16
§ 602. Request for Advance Payment.....	16
§ 603. Return of Advanced Funds.....	17
§ 604. No Payment for Services Provided Following Expiration/Termination of Contract.....	17
§ 605. Discrepancies in Payments .....	17
§ 606. State/County Funding .....	17
§ 700. FISCAL ACCOUNTABILITY .....	18
§ 701. Fiscal Policies/Procedures .....	18
§ 702. Accounting .....	18
§ 703. Commingling of Funds .....	18
§ 704. Allegations of Fraud And/Or Abuse.....	18
§ 705. Disallowed Costs.....	18
§ 800. AUDITS, REPORTS, RECORDS & DOCUMENTATION.....	19
§ 801. Audit Rights.....	19
§ 802. Records.....	20
§ 803. Reporting.....	21
§ 804. Public Records/Confidentiality.....	23
§ 805. Public Statements .....	24
§ 806. Joint Funding and Revenue Disclosure.....	24
§ 900. INDEMNIFICATION AND INSURANCE .....	25
§ 901. Indemnification .....	25
§ 902. General Insurance Requirements .....	25
§ 903. Insurance Coverage Requirements.....	27
§ 904. Self-Insurance and Self-Insured Retentions.....	28
§ 905. Public Entities.....	29
§ 906. Notification of Incidents, Claims or Suits. ....	30
§ 907. Compensation for County Costs. ....	30
§ 908. Insurance Coverage Requirements for Subcontractors .....	30
§ 909. Failure to Procure or Maintain Insurance .....	30

§ 1000. NONCOMPLIANCE AND SANCTIONS/PENALTIES .....	31
§1001. Contractor's Performance/Reallocation of Funds.....	31
§1100. TERMINATION/SUSPENSION/PROBATION.....	31
§ 1101. Termination for Default.....	31
§ 1102. Termination for Convenience .....	32
§ 1103. Termination for Non-Appropriation of Funds .....	32
§ 1104. Termination for Insolvency .....	33
§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	33
§ 1106. Termination for Improper Consideration.....	33
§ 1107. Suspension of Contract.....	34
§ 1108. Probation.....	34
§ 1109. INTENTIONALLY OMITTED .....	34
§ 1110. Prohibition Against Delegation and Assignment.....	34
§1200. GENERAL PROVISIONS .....	35
§ 1201. Contract Modifications/Amendments.....	35
§ 1202. Assignments.....	36
§ 1203. Subcontracting .....	36
§ 1204. Repayment.....	37
§ 1205. Payment Contingency .....	38
§ 1206. Acquisition of Supplies and Equipment.....	38
§ 1207. Out-of-Town Travel .....	39
§ 1208. Notices .....	39
§ 1209. Waivers .....	39
§ 1210. Prohibition of Fees .....	39
§ 1211. Validity .....	39
§ 1212. Disputes .....	39
§ 1213. Entire Contract .....	40
§ 1214. Captions.....	40
§ 1215. Intellectual Property Provisions .....	40

**STANDARD TERMS AND CONDITIONS  
WORKFORCE INVESTMENT ACT PROGRAMS**

**§ 100. DEFINITIONS.**

For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Workforce Investment Act, as amended, or implementing laws and regulations.

§ 101. The Government Code of California will be referred to as "CODE."

§ 102. "Contract" shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the main document and all exhibits referenced thereto within the Contract.

§ 103. "Contractor" shall mean the agency receiving funds through this Contract.

§ 104. "County" shall mean the County of Los Angeles.

§ 105. The Director of the Community and Senior Services shall be referred to as the "County Project Director."

§ 106. "County Program Manager" shall refer to the County's Director of the Workforce Investment Board and shall be responsible for administering the Program-related provisions of the Contract on behalf of the County.

§ 107. "Department" or "Community and Senior Services" shall mean the County of Los Angeles Department of Community and Senior Services (CSS).

§ 108. "Program" shall mean the State or Federal Workforce Investment Act grant program under which the Contractor receives funds under the terms of this Contract and provides services in accordance with relevant State and/or federal law, regulations and guidelines during the term of this Contract. The Program or Programs shall be identified in the foregoing Contract with specific Program requirements set forth in **Exhibit B** to the Contract.

§ 109. The State of California, Employment Development Department will be referred as "EDD," or "State."

§ 110. The Workforce Investment Act as defined under Public Law 105-220 and its implementing regulations 20 CFR Part 652 et al., will be referred to as "WIA".



## **§200. ASSURANCES/CERTIFICATIONS.**

The Contractor provides the following assurances and certifications, and agrees to the following terms:

### **§ 201. Legal Authority.**

- (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing receipt of Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Program specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.
- (b) The Contractor represents and warrants that its signatory to this Contract is fully authorized to obligate or otherwise bind the Contractor.

### **§ 202. Compliance with Laws.**

- (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review the Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.
- (b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this contract are incorporated by this reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.
- (c) The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:
  - (1) California Welfare & Institutions Code (WIC);
  - (2) Social Security Act;
  - (3) State Energy and Efficiency Plan

- (Title 24, California Administrative Code);
- (4) Clean Air Act (Section 306, 42 USC 1857 (h));
  - (5) Clean Water Act (Section 508, 33 USC 1368);
  - (6) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60);
  - (7) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15);
  - (8) Workforce Investment Act, 29 USCS Section 2701 et seq; and
  - (9) Department of Labor Employment and Training Administration, Workforce Investment Act; Final Rules, 20 CFR Part 652 et seq.

### **§ 203. COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with the Contractor's EEO Certification.

### **§ 204. Nondiscrimination and Affirmative Action.**

- (a) The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to, or because of race, color, religion, national origin, ancestry, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- (b) The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification.
- (c) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, ancestry, national origin, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship.

- (d) The Contractor certifies and agrees that it shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws and regulations.
- (e) The Contractor certifies and agrees that it, its affiliate, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- (f) The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this § 204 when so requested by the County.
- (g) If the County finds that any provisions of this § 204 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- (h) The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **§ 205. Wage and Hour Laws.**

The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any

wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

**§ 206. Safety and Working Conditions.**

Applicable local, State and federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code § 6300 et seq.), Contractor assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

**§ 207. Employment Eligibility Verification.**

- (a) The Contractor warrants and certifies that it fully complies with all federal, state and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.
- (b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this contract, in accordance with applicable provisions of law.

**§ 208. Drug Free Workplace Compliance.**

The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with § 98.600).

**§ 209. Selective Service Compliance.**

The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service act (50 USC Appx. §§ 451 et seq.) and other eligibility requirements applicable to the program under which the participant is enrolled.

**§ 210. Contractor's Warranty of Adherence to County's Child Support Compliance Program.**

- (a) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- (b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**§ 211. INTENTIONALLY OMITTED.**

**§ 212. Conflict of Interest/Contracts Prohibited.**

- (a) The Contractor represents and warrants that no County employee, whose position enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor, or shall have any direct or indirect financial interest in this Contract.
- (b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this contract will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this contract or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of Services provided under this contract or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.
- (c) The Contractor agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interest of other specified persons or organizations; (3)

receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) the participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County of Los Angeles, the State of California, or the federal government. Contractor certifies that such standards shall be adopted and implemented prior to execution of this Contract.

- (d) Contractor shall provide training of its standards of ethical conduct to all its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.
- (e) The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this section.

**§ 213. Termination for Non-Adherence to County Lobbyist Ordinance.**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code § 2.160.010, retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**§ 214. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List.**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**§ 215. Consideration of Hiring GAIN/GROW Program Participants.**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified

candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**§ 216. Contractor Responsibility and Debarment.**

By entering into this Contract, Contractor certifies that it has not been subject to debarment and suspension under any federal (29 CFR Part 98), State or local grant program. Further, the Contractor hereby agrees to immediately notify the County, in accordance with the notice provisions of this Contract, should it be the subject of any future debarment or suspension.

- (a) Responsible Contractor. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County, policy to conduct business only with responsible contractors.
- (b) Chapter 2.202 of the County Code. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts the Contractor may have with the County.
- (c) Non-Responsible Contractor. The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- (d) Contractor Hearing Board. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

These terms shall also apply to subcontractors of County Contractors.

#### **§ 217 Nepotism.**

The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this Section, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

#### **§ 218. Administrative and Personnel Procedures.**

Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

- (a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.
- (b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Contract.



**§ 219. Other Agreements.**

- (a) A copy of any agreements between the Contractor and other public or private organizations which directly impact activities funded under this Contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.
- (b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

**§ 220. Notice to Employees Regarding the Federal Earned Income Credit.**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**§ 221. Activities Prohibited.** The Contractor certifies that:

- (a) No currently employed worker shall be displaced by any participant (including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits).
- (b) No participant shall be employed or job opening filled: (1) when any other Individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Program.

**§ 222. Cost-of-Living Adjustments.**

Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of execution of this Contract, the Contractor agrees to restrict cost-of-living adjustments (COLAs) to its employees during the term of this Contract to the lesser of (a) the average salary cost-of-living adjustment granted to County employees by the Board of Supervisors as of April 1<sup>st</sup> of the prior year, or (b) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the Contractor and its employees shall also experience no COLAs.

**§ 223. Limitation on Corporate Acts.**

The Contractor shall not amend its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

**§ 224. Contractor's Acknowledgement of Recycled-Content Paper Use.**

Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

**§ 225. Sectarian Activities.**

Contractor certifies that this Contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the Constitution, regarding separation of church and state.

**§ 226. County's Quality Assurance Plan.**

The County or its agent will evaluate Contractor's performance under this Contract on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

**§ 227. Compliance with Tax Regulations.**

Contractor certifies that this contractor has: (1) paid all Federal and State payroll taxes through the end of the calendar quarter preceding the date of the Contract; (2) made all tax deposits required by Federal and State laws through the month preceding the date of the Contract; (3) Complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) Complied with all payroll tax rules and regulations of the State of California.

**§ 228. General Grievance Procedures.**

- (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- (b) If, at any time, the Contractor wishes to change their user complaint policy, the Contractor shall submit changes to the County.
- (c) The Contractor shall preliminarily investigate all user complaints and notify the County of the status of the investigation within five (5) business days of receiving the complaint.
- (d) When user complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- (e) Copies of all written complaint responses shall be sent to the County five (5) business days of mailing to the complainant.

**§ 229. Compliance with Jury Service Program.**

- (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached at Exhibit D and incorporated by reference into and made a part of this Contract.
- (b) Written Employee Jury Service Policy.
  - (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall received from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
  - (2) For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a

full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- (3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- (4) Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such a material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future contracts for a period of time consistent with the seriousness of the breach.

**§ 230. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used upon request.

**§ 231. Notice to Employees Regarding the Safely Surrendered Baby Law.**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**§ 232. Contractor's Charitable Activities Compliance.**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit E, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

**§ 300. INDEPENDENT CONTRACTOR.**

**§ 301. Independent Contractor.**

The Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

**§ 302. Limitations.**

As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements or contracts.

#### **§ 400. CONTRACT ADMINISTRATION.**

The County Project Director shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

#### **§ 401. Conditions Precedent to Execution of Contract.**

- (a) Prior to the execution of this Contract, the Contractor shall submit to the County *for approval* in writing, insurance certificates and policies as set forth in §§ 902 and 903 herein. During the term of this Contract, the Contractor shall have an ongoing obligation to maintain enforceable policies and to advise the County of any changes to such policies.
- (b) Prior to execution of this Contract, the Contractor shall provide the County with one copy of the following documents:
  - (1) Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.
  - (2) Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.
  - (3) Resolutions of executorial authority or other corporate actions of the Contractor's Board of Directors, or governing body, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, if the authorized person(s) is someone other than the Contractor's corporate president or executive director.
  - (4) A current and valid license to do business within the jurisdictional area(s) which the Contractor will be providing services.
  - (5) Contractor's Internal Revenue Service taxpayer identification number.
  - (6) Contractor's EEO certification in accordance with §§ 203 and 204 herein.
  - (7) A Child Support Compliance Program certification, in accordance with § 210 herein.
  - (8) A certification of no conflict of interest, in accordance with § 212 herein.
  - (9) A certification regarding lobbying, in accordance with § 213 herein.
  - (10) An attestation of willingness to consider GAIN/GROW participants, in accordance with § 215 herein.

- (11) A certification regarding debarment, in accordance with § 216 herein.
- (12) Certification regarding County Jury Service Program, in accordance with § 229 herein.
- (13) To the extent applicable, a certification regarding the County's Living Wage Program, as set forth in Los Angeles County Code Chapter 2.201.
- (14) A Cost Allocation Plan as set forth in § 803 herein. Said plan shall be subject to review and approval by the County within 60 days of execution of the Contract and shall be periodically tested by the County to ensure compliance with applicable guidelines.

## **§ 500. PROVISION OF SERVICES.**

### **§ 501. Services.**

The Contractor shall perform all services under the terms of this Contract in accordance with the Statement of Work, attached to the Contract as Exhibit B and incorporated herein by this reference, at a level of performance as determined by the County.

### **§ 502. Non-Authorized Participants.**

The Contractor agrees that all payments to Contractor by the County for services, which are related to clients who do not qualify under the eligibility requirements of the WIA program, shall be disallowed.

## **§ 600. COMPENSATION AND METHOD OF PAYMENT.**

### **§ 601. Method Of Compensation.**

Payments shall be made only after receipt, review, and approval of invoices by the County Program Manager, or her designee. Invoices and any necessary supporting documentation as required by the County Program Manager or her designee shall be submitted to Community and Senior Services as set forth in Section 803. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the Contractor

### **§ 602. Request for Advance Payment.**

Cash advances, not to exceed 17% of the Contractor annual allocation, may be provided to the Contractor at the sole discretion of the County. Upon request by Contractor in the form and manner prescribed by the

County Project Director, the County may make advance payments, for anticipated and necessary program expenditures.

**§ 603. Return of Advanced Funds.**

Upon completion or termination of this contract, the Contractor shall return any advanced funds which exceed payments due the Contractor, if any, within thirty (30) days of completion or termination of the contract.

**§ 604. No Payment for Services Provided Following Expiration/Termination of Contract.**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**§ 605. Discrepancies in Payments.**

If any audit conducted pursuant to Section 801 by a certified public accountant, the State, County and/or federal government finds that:

- (a) The Contractor's actual eligible costs incurred in providing services under this contract are lower than the payments made to Contractor by County pursuant to this contract, and/or finds costs which are not reimbursable in accordance with the applicable Federal and State regulations and directives relating thereto, then the Contractor shall repay the County the difference and/or the non-reimbursement costs by cash payment.
- (b) The Contractor's actual eligible costs incurred in providing services under this contract are higher than the payments made to Contractor by County pursuant to this contract, then the County shall pay the difference to Contractor provided that the total payments to contractor shall not exceed the total contract amount set forth in Section 3 of the 4 page-document at the beginning of this contract.

**§ 606. State/County Funding.**

Contractor recognizes that all funding for services to be provided by Contractor pursuant to this Contract is subject to the terms and conditions contained in this year's agreement between State and County. County and Contractor therefore agree that the terms and conditions of the aforementioned agreement between County and State are binding upon Contractor to the extent such terms and conditions incorporated herein are applicable to Contractor's performance of this Contract.



## **§ 700. FISCAL ACCOUNTABILITY.**

### **§ 701. Fiscal Policies/Procedures.**

Contractor shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 - Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations.

### **§ 702. Accounting.**

The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The Contractor should maintain their accounting system on an accrual basis of accounting.

### **§ 703. Commingling of Funds.**

Funds disbursed pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

### **§ 704. Allegations of Fraud and/or Abuse.**

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), the County reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Project Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

### **§ 705. Disallowed Costs.**

If the Contractor fails to return unexpended funds or funds spent for disallowed costs related to any CSS contract it has with the County, County may withhold payment(s) to be made to Contractor under this Contract

## **§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION.**

### **§ 801. Audit Rights.**

The Contractor shall establish and maintain a financial management system, which provides for adequate control of Program funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls. Failure to comply with this section may, in addition to other remedies available to the County, result in withholding of payment to the Contractor or termination or suspension of this Contract in accordance with its terms. Furthermore, final payment to the Contractor shall not be made until Contractor has, in the sole determination of the County, fully complied with all requirements contained in this Section.

- (a) The Contractor shall obtain and finance annually (at program year end) an independent audit in compliance with respective OMB Circulars. Audit requirements, including those contained in OMB Circular A-133, shall apply to this Contract as follows:
  - (1) Contractor shall, if applicable, obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which funding is received under this Contract.
  - (2) The audits required by this Section shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the auditee's fiscal year.
  - (3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation.
- (b) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this Contract, including the interviewing of the Contractor staff and program participants during normal business hours.
- (c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine

whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.

- (d) Failure by the Contractor to comply with the requirements of this Section shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

**§ 802. Records.**

- (a) The Contractor shall make any and all Program related records, reports, participant files, financial records and reports prepared in accordance with the requirements of this contract, and other documentation and physical evidence, in addition to documents required by this Contract, as may reasonably be requested by the County, available for inspection and audit by any federal, State, or County agency, upon request, for three (3) years after the final closeout of the subgrant between the County and State, unless otherwise instructed in writing by an authorized County or State representative. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved. The County reserves the right to seize such records if potential litigation is perceived and must submit documentation of all items seized from Contractor in writing within 60 working days of such action.
- (b)
  - (1) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this contract. The contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.
  - (2) If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this contract or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either:
    - A. Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

- B. Deliver all the documentation to a location designated by the County.
- (c) The Contractor agrees to maintain an official contract file, which contains at least the signed contract and any modification and/or amendments to the Contract.
- (d) The Contractor shall record costs incurred in the discharge of the Contract.

**§ 803. Reporting.**

The Contractor shall submit the following reports for the Program to the County:

- (a) Fiscal Reporting:
  - (1) Monthly Fiscal Reporting Forms are due by the fifth (5<sup>th</sup>) working day of the month, following the month covered in the report.
  - (2) Expenditure Closeout Report: A final expenditure closeout report to be submitted on the designated dates and in the form and manner designated by the County Project Director.

The monthly invoices and closeout reports identified in this § 803 shall be sent to:

County of Los Angeles  
Department of Community and Senior Services  
3175 West Sixth Street, Box 8  
Los Angeles, California 90020-1798  
Attention: Program Accounting

- (b) Contractor Monthly and Quarterly Reports as required pursuant to WIB Directive/Policy
- (c) Program Income. All revenues which have been properly earned in excess of costs for each program, including program interest, are to be treated as Program Income. The Contractor shall be responsible for tracking all contract revenues and expenditures for the WIA program, including submission of the following:
  - (1) A Program Income Statement Report is generated by the Contractor on contract revenues versus expenditures. This is submitted to the CSS WIA Division with the expenditure close-out report. The purpose of this report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.

- (2) A Plan for Disposition of Program Income which must be submitted by the Contractor to the County within thirty (30) days after the Income Statement Report is due. Program Income must be spent on line items identified in the Plan, unless the plan is officially amended. This Plan will be reviewed by the County for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.
  - (3) Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a Final Report on Disposition to the County.
  - (4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.
- (d) Cost Allocation Plan for Cost Reimbursement Activities.
- A Cost Allocation Plan (CAP) must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's designated contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.
- (e) Property/Capital Expenditures.
- All property costing five thousand dollars (\$5,000.00) or more purchased with Program funds requires prior written permission from the County Project Director and State and may be depreciated and tagged and tracked as property of the Los Angeles County WIA Program.
- (f) Nonexpendable Property.
- The Contractor shall maintain a record for each item of nonexpendable property acquired for this program with Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.
- (1) Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.

- (2) In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.
- (g) Capital Improvements.  
Contractor shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the County Program Director or his or her designee.
- (h) Contractor to Notify County When it has Received 75% of the Total Contract Amount.  
The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to CSS at the address herein provided under Section 7 Notices/Authorized Signatures.
- (i) Contractor to Notify County When it is Within 6 Months from Expiration  
The Contractor shall notify CSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to CSS at the address herein provided under Section 7 Notices/Authorized Signatures.

**§ 804. Public Records/Confidentiality.**

- (a) Contractor shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.
- (b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of

said information. The Contractor shall not release said information without the County's approval.

- (c) Data (information) received from State departments/agencies is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The Contractor agrees to keep all information furnished by the State Employment Development Department or other State agency/department strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Contract. Instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to the County and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by the County and thereafter should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

**§ 805. Public Statements.**

The Contractor shall indicate in any and all press release(s) or any statement to the public related to the program that it is "Funded by the County of Los Angeles from funds made available under the Workforce Investment Act Program received by the County. All public statements must indicate that the Contractor is an Equal Employment Opportunity employer.

**§ 806. Joint Funding and Revenue Disclosure Requirement.**

By its execution of this Contract, Contractor certifies, unless waived by County, that it has previously filed with the CSS a written statement listing all revenue received, or expected to be received, by Contractor from Federal, State, City or County sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with the CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor, which are funded by other sources. Failure of Contractor to comply with the requirements of this paragraph shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

## **§ 900. INDEMNIFICATION AND INSURANCE.**

### **§ 901. Indemnification.**

The Contract shall indemnify, defend and hold harmless the County, its Special District, elected officials and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or related to this Contract.

### **§ 902. General Insurance Requirements.**

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

- (a) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Jackie Sakane, Program Manager  
Contract Compliance Unit  
Community and Senior Services  
3175 West 6<sup>th</sup> Street, Room 400  
Los Angeles, California 90020

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for policies evidenced on the certificate of insurance;



- Include copies of the additional insured endorsements to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
  - Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or, both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in California.
- (b) Insurers Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- (c) Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
- (d) Notification of Incident, Claims or Suits: Contractor shall report to the County:
- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
  - Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
  - Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to the County Contract Manager.
  - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

- (e) **Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.
- (f) **Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
  - The Contractor providing evidence of insurance covering the activities of the subcontractors, or
  - The Contractor providing evidence submitted by the subcontractors evidencing that the subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time,

**§ 903. Insurance Coverage Requirements.**

- (a) **General Liability:** A program, including but not limited to comprehensive General Liability and Independent Contractor coverage, and comprehensive general liability with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations	\$1 Million
Personal and Advertising Injury	\$1 Million
Each Occurrence	\$1 Million

Such insurance shall name the County as additional insured. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's Program address and the signature/date of the insurance representative.

- (b) **Automotive Liability:** A program of insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- (c) **Workers' Compensation and Employers' Liability:** A program of workers' compensation insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible, including

all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this Contract. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease – policy limit:	\$1 Million
Disease – each employee:	\$1 Million

- (d) Crime Coverage: A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other property, as applicable to this Contract, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.
- (e) Professional Liability (If applicable): Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its officers, employees, agents, or professional consultants with a limit of liability of not less than \$1 million per occurrence and \$3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this Contract.
- (f) Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment: Special form ("all risk") coverage for actual cash value of County-owned or -leased property.

Real Property and All Other Personal Property: Special form ("all risk") coverage for the full replacement value of County-owned or -leased property.

#### **§ 904. Self-Insurance and Self-Insured Retentions.**

Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-

dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the Contractor upon review and approval of the following:

- (a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.
- (b) Contractor to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.
- (c) Contractor to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor's financial condition, which would have a significant negative effect on the protection, that the self-insurance program provides the County.
- (d) Name, address and telephone number of Contractor's legal counsel and claims representative, respectively, for the self-insurance program.
- (e) Financial statement that gives evidence of Contractor's capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

#### **§ 905. Public Entities.**

- (a) To the extent both parties to this Contract are public entities, the following provision shall be substituted for § 901, § 902 and § 903 herein:

In contemplation of Section 895.2 of the Government Code of the State of California, which imposes certain tort liability jointly and severally upon public entities which are parties to a contract, the parties hereto, in accordance with Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of Government Code Section 895.2. California Civil Code Section 2778 is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Contract.

**§ 906. Notification of Incidents, Claims or Suits.**

- (a) Contractor shall report to County any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (b) Contractor shall report any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- (c) Contractor shall report any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.
- (d) Contractor shall report any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

**§ 907. Compensation for County Costs.**

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County (including the cost of defense and/or payment of any liability incurred and/or the cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

**§ 908. Insurance Coverage Requirements for Subcontractors.**

Contractor shall ensure any and all sub-contractors performing services under this Contract by either:

- (a) Providing evidence of insurance covering the activities of sub-contractors, or
- (b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

**§ 909. Failure to Procure or Maintain Insurance.**

Failure on the part of the Contractor to procure or maintain insurance or otherwise satisfy the requirements of this § 903, shall constitute a material breach upon which the County may, in its sole discretion,

immediately terminate or suspend this Contract or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may set off the cost of the premiums against any monies due to the Contractor from the County.

#### **§ 1000. NONCOMPLIANCE SANCTIONS/PENALTIES.**

The Contractor agrees to comply with the requirements set forth in this Contract, and those requirements contained in the WIA Program and all applicable directives/bulletins issued by or on behalf of the County, State or Federal government. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this Contract. Sanctions may also include, but are not limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this Contract. The determination as to what sanctions are applied is at the sole discretion of the County of Los Angeles and will be dependent upon the circumstance(s) of noncompliance.

##### **§ 1001. Contractor's Performance/Reallocation of Funds.**

Contractors are expected to perform at optimum capacity in meeting contractual obligations. The performance of Contractor will be evaluated quarterly, and funds will be reallocated in accordance with Program policies. If Contractor fails to meet the contract goal regarding clients and services identified in the Statement of Work (Exhibit C), the County, at its sole discretion, may reduce the Contractor's current year funding based on the percentage of the goal achieved and may reduce the annual grant for the following fiscal year to accurately reflect the Contractor's level of performance.

#### **§ 1100. TERMINATION/SUSPENSION/PROBATION.**

##### **§ 1101. Termination for Default.**

- (a) Services performed under this Contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:
  - (1) The Contractor fails to perform the Services within the time specified in this Contract or any extension approved by the County,
  - (2) The Contractor fails to perform any other covenant or condition of this Contract.
  - (3) The Contractor fails to make progress so as to endanger its performance under this Contract.

- (b) The Contractor shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through its Project Director, may extend this period or authorize a longer period for cure.
- (c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole direction, may procure replacement services and the Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.
- (d) If it is determined that the Contractor was not in Default under the provisions of this Contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 1102 (Termination for Convenience).

**§ 1102. Termination for Convenience.**

- (a) Services performed under this Contract may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the Contractor a written Termination Notice which specifies the extent to which Services are terminated and the effective termination date.
- (b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the county, the Contractor shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.
- (c) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

**§ 1103. Termination for Non-Appropriation of Funds.**

The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this contract extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of §1102 (Termination for Convenience), as of the end of the then current fiscal year. The County

shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

**§ 1104. Termination for Insolvency.**

In addition to other provisions provided herein, the County may terminate this Contract for Default, as provided in §1101, in any of the following events:

- (a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.
- (b) The Contractor files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.
- (c) A Receiver or Trustee is appointed for the Contractor, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.
- (d) The Contractor executes an assignment for the benefit of creditors.

**§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.**

Failure of Contractor to maintain compliance with the requirements set forth in § 210 Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within ninety (90) calendar days of notice shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 1101-Termination for Default and pursue debarment, pursuant to County Code Chapter 2.202.

**§ 1106. Termination for Improper Consideration.**

- (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the



same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- (b) The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the county Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- (c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**§ 1107. Suspension of Contract.**

The County may, by giving notice, suspend all or part of the program operations for Contractor's failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the Contract.

**§ 1108. Probation.**

- (a) The County Project Director may place the Contractor on probationary status when it is determined by the County Project Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with County sanction policy guidelines.
- (b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The Contractor's Corrective Action Plan (CAP) must be approved by the County Project Director. The County reserves the right to terminate contract(s) of any contractor on probationary status if the contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

**§ 1109 INTENTIONALLY OMITTED.**

**§ 1110. Prohibition Against Delegation and Assignment.**

- (a) Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County. Any assignment or delegation which does not

have such prior County consent shall be null and void. For purposes of this Section, such County consent shall be granted in the County's sole discretion and shall require a written amendment to this Contract which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Contract, absent such County consent, shall not be paid by County. Any payments by the County to any delegatee or assignee on any claim under this Contract, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off, recoupment, or other reduction for any claims which the county may have against the contractor, whether under this Contract or otherwise.

- (b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the contractor, is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Contract, then prior written consent thereof by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Contract shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Contract services and other work. This in no way limits any County right found elsewhere in this Contract, including, but not limited to, any right to terminate this Contract.

## **§ 1200. GENERAL PROVISIONS.**

### **§ 1201. Contract Modifications/Amendments.**

- (a) This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

County may make a unilateral modification to this Contract at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or

otherwise reduced, the County may in its sole discretion modify this Contract accordingly.

- (b) **Budget Modifications.** Changes on the total contract funding as set forth in Section 3 of the Contract may be made by contract amendment only. With regard to the movement of funds within the budget, i.e., from one category to another, such movement may not exceed \$10,000 or 10% of the Contract, whichever is greater. Such modifications must be mutually agreed upon by the County Project Director or his designee, and Contractor and must be in the best interests of the County.
- (c) **Program Modifications.** Contractor Requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the contract period, and not more than once in each quarter. Thereafter, with the exception of the last quarter when there shall be none, unless a written waiver is requested by Contractor and granted by the County.

#### **§ 1202. Assignments.**

No part of this Contract or any right or obligation arising from it shall be assigned without the written consent of the County. Any attempt by the Contractor to assign this Contract shall be void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of Section 1101 (Termination for Default).

#### **§ 1203. Subcontracting.**

- (a) No performance of this Contract or any portion thereof shall be subcontracted by the Contractor without the County's prior written consent. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this contract upon which the County may immediately terminate this Contract in accordance with the provisions of § 1101 (Termination for Default).
- (b) Contractor request to the County Project Director for approval to enter into a subcontract shall include:
  - (1) A description of the services to be provided by the subcontractor.
  - (2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

- (3) Any other information or certification requested by the County Project Director.
- (c) In the event the County Project Director consents to subcontracting, all applicable provisions and requirements of this contract shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:
- "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."
- (d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this Contract.
- (e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such subcontract forwarded to the County at or about the time of execution.
- (f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.
- (g) The Contractor shall not assign or subcontract any part or all of its interest in this Contract without written approval from the County Project Director.
- (h) All applicable provisions and requirements of this contract shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

#### **§ 1204. Repayment.**

The Contractor agrees to be bound by applicable County and/or Program disallowed cost procedures, rules and regulations, and to repay to the

County any amount which is found to violate the terms of this Contract or applicable Program provisions or implementing laws, rules and regulations.

**§ 1205. Payment Contingency.**

Payments by County during the Contract period are conditioned by:

- (a) The availability of said WIA Program funds, and
- (b) The Contractor meeting performance goals set forth in Exhibit B, Statement of Work. Satisfaction of these conditions shall be determined by the County Project Director.

**§ 1206. Acquisition of Supplies and Equipment.**

- (a) Equipment. Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over \$5,000 per unit in value as approved in the Budget, Exhibit D, and must purchase from the lowest bidder, unless a written waiver is requested by Contractor and granted by the County. In addition, any purchase of equipment \$5,000 or more per unit shall require prior written approval of the County and State.

All equipment costing over \$5,000 or having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the County Auditor Controller Accounting and Contract Administration Handbook and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Contractor. Equipment purchases approved in the Budget by above provisions will apply to leasing as well as to purchasing of equipment. Title to such equipment shall be vested in County/State per program regulations.

- (b) Purchase and invoice deadlines. Purchase of equipment or property must be completed prior to the last three (3) months of the Contract period. Contractor must complete all purchases of supplies before the last two (2) months of the contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to the County's Fiscal Section within sixty (60) business days after the contract termination or they may not be honored. Exceptions to the preceding restrictions/limitations require prior written by County Project Director or her designee.
- (c) During this Contract, where equipment is purchased by Community and Senior Services and furnished to the Contractor to assist in providing services under the terms of this Contract, said equipment, whether fixed or non-fixed, is to be transferred or returned to CSS at the request of the Director of CSS, or authorized representative.

**§ 1207. Out-of-Town Travel.**

Contractor shall not incur any expenditure for travel outside Los Angeles County without prior written approval of the County. Such expenditure must be program related. Expenditures of funds without prior approval will result in disallowed costs.

**§ 1208. Notices.**

- (a) The appropriate County representative, as set forth in Section 7 Notices/Authorized Signatures of the foregoing Contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this Contract.
- (b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- (c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

**§ 1209. Waivers.**

- (a) Waivers of the provisions of this Contract shall be in writing and signed by the appropriate designee of the County.
- (b) No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach of that provision or of any other provision of this Contract.

**§ 1210. Prohibition of Fees.**

Contractor shall not charge client/participant fees and/or membership fees for any services funded under this Contract.

**§ 1211. Validity.**

The invalidity of any provision of this Contract shall not void or affect the validity of any other provision.

**§ 1212. Disputes.**

The Contractor agrees to attempt to resolve disputes arising from this Contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this contract shall be settled in accordance with County grievance procedures. Contractor shall submit to the County within thirty (30) days of execution of this Contract, a grievance procedure, in accordance with applicable Program regulations,

State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedure. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County's Program participant grievance procedures. The Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the Program level. The grievance procedure shall be as follows:

- (a) Contractor shall request a meeting with the County Project Director or his designee within thirty (30) days from the date of notice of disallowed costs. If the Contractor fails to take this action, the costs become automatically disallowed.
- (b) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the County Project Director shall make a final determination.
- (c) Final determination by the County Project Director shall be made within seventy-two (72) days from the date of notice of disallowed costs. Contractor shall assure continued performance of this contract during any disputes.

**§ 1213. Entire Contract.**

- (a) This Exhibit A to the Contract consisting of **Forty-Six (46)** pages together with the foregoing contract and other exhibits thereto constitutes the entire, full, complete and exclusive statement of understanding between the parties, which supersedes all previous written or oral agreements and all prior communications between the parties relating to the subject matter of this Contract.
- (b) Contractor warrants that it has received a copy of this Exhibit A to this Contract and upon execution of this Contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

**§ 1214. Captions.**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

**§ 1215. Intellectual Property Provisions.**

- (a) Federal Funding. To the extent this Contract is funded in whole or in part by the federal government, the County may acquire and maintain the Intellectual Property rights, title and ownership, which result directly or indirectly from this Contract, except as provided in 37 CFR § 401.14.

However, pursuant to 29 CFR § 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership. (1) Except where County has agreed in a signed writing to accept a license, the County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by the Contractor or County and in which result directly or indirectly from this Contract.

(2) Intellectual Property Defined. (A) For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(B) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the



effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.

- (4) Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement (s) to include all Intellectual Property provisions of this § 1215. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or County and which result directly or indirectly from this Contract or any subcontract.
- (5) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.
- (c) Retained Rights/License Rights. (1) Except for Intellectual Property made, conceived derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigned all rights, title and interest in the Intellectual Property as set forth herein.

- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of this §1215 or result in a breach of any provisions of law relating to confidentiality.

(d) Copyright.

- (1) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, § 1215 (b)(2)(B)) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire" whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that :

(A) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and

(B) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this [Contract/Agreement] may not be reproduced or disseminated without prior written permission from County.

- (e) Patent Rights. With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Contract's scope of work, Contractor hereby grants to County a license as described under § 1215(c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions

and to assist County in securing United States and foreign patents with respect thereto.

- (f) Third-Party Intellectual Property. Except as provided herein, Contractor agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (1) obtaining County's prior written approval; and (2) granting to or obtaining for County, without additional compensation, a license as described in § 1215(c), for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Contract, Contractor shall obtain a license under terms acceptable to County.

(g) Warranties.

(1) Contractor represents and warrants that:

- (A) It has secured and will secure all rights and licenses necessary for its performance of this Contract.
- (B) Neither Contractor's performance of this Contract, nor the exercise by either party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (C) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (D) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

- (E) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.
  - (F) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (G) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.
- (2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

- (1) Contractor shall indemnify, defend and hold harmless County and its licenses and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to:
- (A) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or
  - (B) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

- (2) Should any Intellectual Property licensed by the Contractor to County under this Contract become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of this § 1215 by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.
- (i) Survival. The provisions set forth herein shall survive any termination or expiration of this Contract or any project schedule.

**LOS ANGELES COUNTY  
WORKFORCE INVESTMENT ACT (WIA) TITLE I  
DISLOCATED WORKER PROGRAM**

**MANDATED PROGRAM REQUIREMENTS**

**I. PURPOSE**

On August 7, 1998, President Clinton signed into law the Workforce Investment Act (WIA) of 1998. The Act eliminates the Job Training Partnership Act (JTPA) and, in its place, creates a new workforce investment system.

The County of Los Angeles, in compliance with WIA, has structured its Dislocated Worker Program into a streamlined, customer choice One-Stop delivery system. This is the structure in which WorkSource Centers are to operate and deliver services.

The goal of the Dislocated Worker Program is to assist clients re-enter the workforce by providing a menu of WIA services. Dislocated Workers are defined in WIA Section 101.

**II. ADDITIONAL RECOGNIZED TERMS**

**“WIB”** shall mean the local Workforce Investment Board appointed by the Los Angeles County Board of Supervisors in accordance with State criteria which sets policy for the workforce development system county-wide, and is responsible for a variety of activities.

**Fiduciary Relationships** Every collaborative must identify the fiduciary relationship between all the partners of the collaboration and the Lead Agency. The following two (2) fiduciary relationships are recognized by this Contract:

- (a) Cost sharing
- (b) Non-Financial - A Memorandum of Understanding (MOU) agreement between the Lead Agency and collaborator for services without cost reimbursement

**III. GENERAL PRINCIPLES**

The WIA Dislocated Worker Program will provide services to clients who meet the WIA eligibility requirements of the Workforce Investment Act of 1998, WIA Section 101(9). All clients will be provided with Core, Intensive, Training, placement and follow-up services through the WorkSource system and its partners (20 CFR. 663.150 (b)).

Clients enrolled in the Dislocated Worker Program will be assessed for eligibility (20 CFR § 663.220 and 20 CFR § 663.310) and those who qualify will be enrolled in WIA. Assessments will be incorporated into a service strategy for the customer.

Services offered to clients enrolled in the Dislocated Worker Program must be fully compliant with services listed in TEG-7-99. All clients must be provided with Core Services, and, if needed, Intensive Services and Training, if eligible, to reach self-sufficiency (20 CFR §663.220 (b)(4), Page 49323). Each Individual Employment Plan (IEP) must be designed with the goal of re-employment. All clients enrolled in the

Dislocated Worker Program and exited after entering employment will be provided with follow-up services during this period.

#### **IV. PROGRAM DESCRIPTION**

##### **A. Eligibility**

Individuals must meet specific eligibility requirements to receive services in the County's WIA Dislocated Worker Program (20 CFR 652 §663.110, §663.220 and §663.310). Individuals must meet one or more of the following criteria as found in the Workforce Investment Act of 1998, WIA Section 101(9):

- (1) Terminated, or laid off, or who has received a notice of termination or layoff, from employment
- (2) Eligible for or has exhausted entitlement to unemployment compensation
- (3) Has been employed for a period of time sufficient to demonstrate attachment to the workforce but is not eligible for unemployment compensation due to insufficient earnings
- (4) Having performed services for an employer that were not covered under a State unemployment compensation law
- (5) Is unlikely to return to a previous industry or occupation
- (6) Has been terminated, or laid off, or has received a notice of termination or layoff from employment as a result of any permanent closure of or any substantial layoff at a plant, facility, or enterprise
- (7) Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days
- (8) Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters
- (9) Is a displaced homemaker
- (10) Has documentation to verify the "right to work"
- (11) Compliance with Selective Service requirements

##### **B. Connectivity**

All training service providers used must be on both the I-Train system administered by South Bay WIB and the approved State of California Employment and Training Provider list (ETPL) on or before date of contract inception. Training providers must provide the WorkSource Center with progress reports, attendance records, and other documents and maintain communication of the progress of the trainees.

##### **C. WorkSource Center and Training Locations**

All WorkSource Centers and training locations must be safe and comfortable environments. These sites must be easily accessible by public transportation and must be compliant with the Americans with Disabilities Act (ADA).

## **V. PROGRAM DESIGN**

### **A. Guiding Principles**

The following WIA guiding principles should be incorporated in the program operations:

- ***Integrated service delivery***
- ***Services will be comprehensive***
- ***Services will be customer focused***
- ***Services will be performance based***

### **B. Services to be provided in the following sequence**

The WorkSource Center is required in TEGL 7-99 to provide services through its service levels. These service levels are as follows: Core A, Core B, Intensive, and Training.

#### **Core A Services:**

Core A Services are available to all individuals and do not require WIA registration or enrollment. It is more commonly referred to as Universal Access.

#### **Core B Services:**

Registration and enrollment in the WIA program begins at the Core B level.

Core A & B services may include the following:

- Eligibility determination
- Outreach, intake and orientation to the WorkSource Center
- Initial assessment
- Job search and placement assistance
- Employment statistics information
- Training, education, and rehabilitation provider performance and program cost information
- Local Area Performance information
- Information on and referral to supportive services
- Information on unemployment compensation
- Eligibility assistance for Welfare-to-Work activities
- Eligibility assistance for non-WIA training and education
- Follow-up services



■ Workshops

**Intensive Services:**

Intensive services may include the following:

- Comprehensive and specialized assessments
- Individual employment plan
- Group counseling
- Individual counseling and career planning
- Case management
- Short-term pre-vocational services
- Work Experience

**Training Services:**

Training Services may be provided to clients who are unable to obtain other grant/funding assistance for such services or require additional assistance beyond the monies available from other grants. In cases where an application for a Federal Pell Grant is pending, WIA Training Services may be utilized with reimbursement to the WIA program upon approval of the Pell Grant.

Training Services may include the following:

- Occupational skills training
- On the job training
- Combination workplace training with related instruction
- Private sector training
- Skill upgrading and retraining
- Entrepreneurial training
- Job readiness training
- Adult education and literacy activities combined with any of the above services
- Customized training

**Supportive Services:**

Supportive Services may be provided to registered clients who are receiving Core, Intensive, or Training Services, and who are unable to obtain services through other programs.

**VI. PERFORMANCE MEASURES AND STANDARDS**

Well documented information and references provided in the Statement of Work (Exhibit C) will weigh heavily in determining the County's acceptance of the performance numbers provided in the WIA Performance Requirements Matrix (Exhibit E).

The County of Los Angeles is incorporating the WIA Performance Requirements Matrix for the Dislocated Worker Program to measure planned performance against outcomes. The WIA Performance Requirements Matrix incorporates the performance standards negotiated between the County and the Contractor for FY 2005-2006.

The Statement of Work provides the strategic plan for providing services to job seekers and businesses. The Statement of Work provides information for the development of performance numbers. These numbers will be reflected in the WIA Performance Requirements Matrix.

In addition to the WIA Performance Requirements Matrix, listed below are estimates of the WIA Department of Labor (DOL) Performance Measures the contractor needs to attain. THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

### **WIA Dislocated Worker**

<b>Performance Measure</b>	<b>Standard</b>
<b>Entered Employment Rate</b>	<b>78.5%</b>
<b>Employment Retention Rate</b>	<b>87.9%</b>
<b>Earnings Replacement Rate</b>	<b>88%</b>
<b>Employment and Credential Attainment Rate</b>	<b>58%</b>

Approved by the WIB are the following efficiency standards for maximum placement costs criteria.

- WIA ADULT: \$8,500
- WIA DISLOCATED WORKER \$10,900
- WIA ADULT SPECIAL NEEDS \$10,000

## **VII. PERFORMANCE ASSESSMENTS**

The County will monitor and assess quarterly performance against the WIA Performance Requirements Matrix and the Statement of Work. The LAC-WIB will determine additional performance areas, as necessary, for continued improvement of services to customers and to meet the reporting requirements of the State and the LAC-WIB.

## **VIII. NONCOMPLIANCE SANCTIONS/PENALTIES**

The Contractor agrees to comply with the requirements set forth in the contract, and those requirements contained in the Workforce Investment Act, and all applicable directives/bulletins issued by or on behalf of the County, State, or Federal Government, as applicable. Failure to comply with such requirements shall constitute a material

breach of contract upon which the County may cancel, terminate, or suspend this contract. Approved sanctions may include, but not be limited to, the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions which may be applied will be dependent upon the circumstance(s) of noncompliance (§ 1000 Noncompliance and Sanctions/Penalties and § 1100 Termination/Suspension/Probation of the Standard Terms and Conditions).

#### **IX. REPORTING DATA AND PROGRAM INFORMATION**

WorkSource Centers are responsible for ensuring that the County of Los Angeles receives reports and information by designated deadlines. Information includes Core A data, customer comment cards, and Job Training Automation (JTA) Management Information forms. Information must be complete, accurate, and all necessary signatures and dates provided, as required.

#### **X. THE ROLE OF PERFORMANCE MANAGEMENT IN LOS ANGELES COUNTY AND THE WORKSOURCE CENTERS**

The County of Los Angeles, with other Local Workforce Investment Areas (LWIA) in the United States, is applying performance management to meet the requirements of the Workforce Investment Act (Public Law 105-220). In order to meet the changes of this workforce system effectively, WIA performance measures as well as other qualitative and quantitative measurements will be used to influence the manner in which the WorkSource Centers do business to ensure continued funding to Los Angeles County and the Centers.

**LOS ANGELES COUNTY  
WORKFORCE INVESTMENT ACT (WIA) TITLE I  
ADULT PROGRAM**

**MANDATED PROGRAM REQUIREMENTS**

**I. PURPOSE**

On August 7, 1998, President Clinton signed into law the Workforce Investment Act (WIA) of 1998. The Act eliminates the Job Training Partnership Act (JTPA) and, in its place, creates a new workforce investment system.

The County of Los Angeles, in compliance with WIA, has structured its Adult Program into a streamlined, customer choice One-Stop delivery system. This is the structure in which WorkSource Centers are to operate and deliver services.

The goal of the Adult Program is to assist clients achieve self-sufficiency by providing a menu of WIA services.

**II. ADDITIONAL RECOGNIZED TERMS**

**“WIB”** shall mean the local Workforce Investment Board appointed by the Los Angeles County Board of Supervisors in accordance with State criteria which sets policy for the workforce development system county-wide, and is responsible for a variety of activities.

**Fiduciary Relationships** Every collaborative must identify the fiduciary relationship between all the partners of the collaboration and the Lead Agency. The following two (2) fiduciary relationships are recognized by this Contract:

- (a) Cost sharing
- (b) Non-Financial - A Memorandum of Understanding (MOU) agreement between the Lead Agency and collaborator for services without cost reimbursement

**III. GENERAL PRINCIPLES**

The WIA Adult Program will provide services to adults aged 18 or over. All clients will be provided with Core, Intensive, Training, placement, and post follow-up services through the WorkSource system and its partners (20 CFR § 663.150 (b)).

Clients enrolled in the Adult Program will be assessed for eligibility (20 CFR § 663.220 and 20 CFR § 663.310) and those who qualify will be enrolled in WIA. Assessments will be incorporated into a service strategy for the customer.

Services offered to clients enrolled in the Adult Program must be fully compliant with services listed in TEGL-7-99. All clients must be provided with Core Services, and, if needed, Intensive Services and Training, if eligible, to reach self-sufficiency (20 CFR §

663.220 (b)(4), Page 49323). Each Individual Employment Plan (IEP) must be designed with the goal of self-sufficiency. All clients enrolled in the Adult Program and exited after entering employment will be provided with follow-up services during this period.

#### **IV. PROGRAM DESCRIPTION**

##### **A. *Eligibility***

Individuals must meet specific eligibility requirements to receive services in the County's WIA Adult Program (20 CFR 652 §663.110, §663.220 and §663.310). It is the goal of the Adult Program to provide services, including training, that will lead to self-sufficiency (20 CFR 652 §663.200(b)(4)).

In the event that the availability of funds becomes limited, the availability of other federal funds, such as Temporary Assistance to Needy Families should be considered. Unless the LAC-WIB determines that funds are not limited, priority for Intensive and Training Services must be given to recipients of public assistance and other low-income individuals (State EDD, WIA Eligibility Technical Assistance Guide, Revised January, 2002, Section IV, *Priority to Serve Adult Low-Income Applicants*, Pages 1700-47).

##### **B. *Connectivity***

All Training service providers used must be on both the I-Train system administered by South Bay WIB and the approved State of California Employment and Training Provider List (ETPL) on or before date of contract inception. Training providers must provide the WorkSource Center with progress reports, attendance records and other documents and maintain communication on the progress of the trainees.

##### **C. *WorkSource Center and Training Locations***

All WorkSource Centers and training locations must be safe and comfortable environments. These sites must be easily accessible by public transportation and must be compliant with the Americans with Disabilities Act (ADA).

#### **V. PROGRAM DESIGN**

##### **A. *Guiding Principles***

The following WIA guiding principles should be incorporated in the program operations:

- ***Integrated service delivery***
- ***Services will be comprehensive***
- ***Services will be customer focused***

■ ***Services will be performance based***

***B. Services to be provided in the following sequence***

The WorkSource Center is required in TEGL 7-99 to provide services through its service levels. These service levels are as follows: Core A, Core B, Intensive, and Training.

**Core A Services:**

Core A Services are available to all individuals and do not require WIA registration or enrollment. It is more commonly referred to as Universal Access.

**Core B Services:**

Registration and enrollment in the WIA program begins at the Core B level.

Core A & B services may include the following:

- Eligibility determination
- Outreach, intake and orientation to the WorkSource Center
- Initial assessment
- Job search and placement assistance
- Employment statistics information
- Training, education, and rehabilitation provider performance and program cost information
- Local Area Performance information
- Information on and referral to supportive services
- Information on unemployment compensation
- Eligibility assistance for Welfare-to-Work activities
- Eligibility assistance for non-WIA training and education
- Follow-up services
- Workshops

**Intensive Services:**

Intensive services may include the following:

- Comprehensive and specialized assessments
- Individual employment plan
- Group counseling
- Individual counseling and career planning
- Case management
- Short-term pre-vocational services
- Work Experience

**Training Services:**

Training Services may be provided to clients who are unable to obtain other grant/funding assistance for such services or require additional assistance beyond the monies available from other grants. In cases where an application for a Federal Pell Grant is pending, WIA Training Services may be utilized with reimbursement to the WIA program upon approval of the Pell Grant.

Training Services may include the following:

- Occupational skills training
- On the job training
- Combination workplace training with related instruction
- Private sector training
- Skill upgrading and retraining
- Entrepreneurial training
- Job readiness training
- Adult education and literacy activities combined with any of the above services
- Customized training

**Supportive Services:**

Supportive Services may be provided to registered clients who are receiving Core, Intensive, or Training Services and who are unable to obtain services through other programs.

**VI. PERFORMANCE MEASURES AND STANDARDS**

Well documented information and references provided in the Statement of Work (Exhibit C) will weigh heavily in determining the County's acceptance of the performance numbers provided in the WIA Performance Requirements Matrix (Exhibit E).

The County of Los Angeles is incorporating the WIA Performance Requirements Matrix for the Adult Program to measure planned performance against outcomes. The WIA Performance Requirements Matrix incorporates the performance standards negotiated between the County and the Contractor for FY 2005-2006.

The Statement of Work provides the strategic plan for providing services to job seekers and businesses. The Statement of Work provides information for the development of performance numbers. These numbers will be reflected in the WIA Performance Requirements Matrix.

In addition to the WIA Performance Requirements Matrix, listed below are estimates of the WIA Department of Labor (DOL) Performance Measures the contractor needs to

attain. THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

### **WIA Adult**

<b>Performance Measure</b>	<b>Standards</b>
<b>Entered Employment Rate</b>	<b>73.7%</b>
<b>Employment Retention Rate</b>	<b>80.7%</b>
<b>Earnings Change Rate</b>	<b>\$3,400</b>
<b>Employment and Credential Attainment Rate</b>	<b>55%</b>

Approved by the WIB are the following efficiency standards for maximum placement costs criteria.

- WIA ADULT: \$8,500
- WIA DISLOCATED WORKER \$10,900
- WIA ADULT SPECIAL NEEDS \$10,000

## **VII. PERFORMANCE ASSESSMENTS**

The County will monitor and assess quarterly performance against the WIA Performance Requirements Matrix and the Statement of Work. The LAC-WIB will determine additional performance areas, as necessary, for continued improvement of services to customers and to meet the reporting requirements of the State and the LAC-WIB.

## **VIII. NONCOMPLIANCE SANCTIONS/PENALTIES**

The Contractor agrees to comply with the requirements set forth in the contract, and those requirements contained in the Workforce Investment Act, and all applicable directives/bulletins issued by or on behalf of the County, State, or Federal Government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this contract. Approved sanctions may include, but not be limited, to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions which may be applied will be dependent upon the circumstance(s) of noncompliance (§ 1000 Noncompliance and Sanctions / Penalties and § 1100 Termination / Suspension / Probation of the Standard Terms and Conditions).

## **IX. REPORTING DATA AND PROGRAM INFORMATION**

WorkSource Centers are responsible for ensuring that the County of Los Angeles receives reports and information by designated deadlines. Information includes Core A data, customer comment cards, and Job Training Automation (JTA) Management



Information forms. Information must be complete, accurate, and all necessary signatures and dates provided, as required.

**X. THE ROLE OF PERFORMANCE MANAGEMENT IN LOS ANGELES COUNTY AND THE WORKSOURCE CENTERS**

The County of Los Angeles, with other Local Workforce Investment Areas (LWIA) in the United States, is applying performance management to meet the requirements of the Workforce Investment Act (Public Law 105-220). In order to meet the changes of this workforce system effectively, WIA performance measures, as well as other qualitative and quantitative measurements will be used to influence the manner in which the WorkSource Centers do business to ensure continued funding to Los Angeles County and the Centers.



## **API STATEMENT OF WORK ADULT AND DISLOCATED WORKER PROGRAMS (COMBINED)**

The statement of work consists of the contractor's service approach to the Mandated Program Requirements described in Exhibit B and the performance matrices in Exhibit E. The program design and services approach must be consistent with the rest of the Contract including the Exhibits.

### **PREAMBLE**

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive,

efficient, professional, and accountable.

- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

*Personal Service Delivery*

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly

- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

**Strategic Plan to Providing Services to  
Job Seekers and Business  
Fiscal Year 2005-2006**

These questions are to be used in completing the Statement of Work for the Adult and/or Dislocated Worker Programs. Answer each question completely. You are developing your strategic plan for your Mini-Career Center's Statement of Work. You must complete the Statement of Work by answering each of the questions below. Answer questions in the sequence provided. The narrative is limited to nine pages. Questions 10 (ten) and 11 (eleven) require one page each.

**The following responses to the questions, provided by the Contractor, form the basis for the Contractor's Statement of Work.**

- 1A. *Clearly give the characteristics profile of the job seekers you provide services to and include special needs and significant barriers to employment, self-sufficiency*

*or entrepreneurial development. Provide a description of how the services will be tailored for the Special Needs Asian Pacific Islander population. Provide statistical data and source references in developing the profile of your job seeker.*

The San Gabriel Valley has the largest number of linguistically isolated API households as well as the highest growth rate of such households in Los Angeles County. Seven of the ten communities that experienced the highest growth of linguistically isolated API language speaking households from 1990 to 2000 were in the San Gabriel Valley. (Asian Pacific American Legal Center: *The Diverse Face of Asians and Pacific Islanders in Los Angeles County*). The census also revealed that 72.3% Alhambra's residents "speak English less than very well." Pacific Islanders as a whole fall far below the County average for most socioeconomic measures. Lack of English proficiency impedes their ability to access not only jobs but also education, health services, legal services and all the other cultural and economic benefits that accrue to County residents.

Other barriers to employment and economic self-sufficiency include:

- A. Lack of Education & Literacy
- B. Basic Skills Deficient
- C. Limited-to-Poor Work History
- D. Legal Status, Immigration, Citizenship and Naturalization

MCS shall provide responsive, efficient, high quality multi-lingual culturally sensitive employment and training services to the Asian Pacific Islander community at the Mini Career Center. MCS shall promote the Center in such a manner that it is accessible and inviting to local communities; (1) Information materials shall be made available and distributed throughout the community in Cantonese, Mandarin, Korean, Vietnamese, Cambodian, Laotian, Thai, Tagalog, Armenian and Russian; (2) Services will be provided in the customer's language of choice.

MCS shall address and work with participants to overcome barriers to employment and self-sufficiency by; (1) Doing multi-lingual outreach and recruitment; (2) Delivering culturally and linguistically sensitive WIA services in the customer's language of choice; (3) Providing Open-Entrance, Open-Exit VESL and ESL programs on site and through referral to specialized language programs; (4) Offering informational workshops and warm-hand-off referral services for people seeking to access the County's health and human services programs; (5) Developing a database of employers that will hire monolingual and LEP job seekers; (6) Providing on-the-job-training and vocational training; (7) Providing referrals and linkages to adult education.

- 1B. *Provide the total number of individuals and units of service your agency will provide by quarter for Fiscal Year 2005-2006. Individuals refers to one person regardless of the number of times (visits) the one person accesses Core A services. Units of service (visits) refers to the number of times Core A services are accessed by*

*individuals. These projections are limited to walk-ins to your Mini-Career Center(s). Insert below the total number of individuals and visits:*

<b>Core A</b>	<b>Qtr 1</b>	<b>Qtr 2</b>	<b>Qtr 3</b>	<b>Qtr 4</b>
	<b>Jul - Sep 2005</b>	<b>Oct – Dec 2005</b>	<b>Jan - Mar 2006</b>	<b>Apr – Jun 2006</b>
<b>Individuals</b>				
Non-Duplicated	0	0	175	400
<b>Units of Service (Visits)</b>	0	0	265	600

2. *Provide a comprehensive profile of HOW the Mini-Career Center and its partners (WIA mandated and non-mandated) will deliver services to job seekers and businesses. For job seekers, specify how this will be done at each level of services: Core A, Core B, Intensive Services and Training.*

Services will be delivered in a manner that respects diversity; protects confidentiality, and is representative of the County's vision for the provision of workforce development services. MCS shall work in proactively and collaboratively with the following partners to coordinate and synchronize outreach and referral services as well as to expand and enhance program services and opportunities for API job seekers and employers:

- Three Full Service County WorkSource Centers: Central San Gabriel Valley WorkSource Center, WorkSource California Career Partners, and the ACS/East Los Angeles WorkSource Center;
- The Employment Development Department of the State of California
- DPSS
- Our Savior Center in El Monte
- LACOE/LAUSD/ROPs
- Local CBOs and FBOs.

Referrals shall be made to partners for Core Services Workshops and Employer Recruitments in order to maximize the services each partner may leverage for the benefit of the job seeker. MCS shall recruit participants most to benefit from this targeted API employment and training program. Partners will data share, mindful always of issues of confidentiality. Additionally, partners may co-case manage participants, ensuring always that services are non-duplicative and value-added.

Customers will be served in their language of choice. Brochures, application forms, Orientation packets and workshop materials will be available in the major Asian Pacific languages that include, but are not limited to: Cambodian, Chinese (Cantonese and Mandarin), Vietnamese, Laotian, and Thai. Signage will be multi-

lingual and customers will be served in their language of choice in a manner that is respectful of their cultural traditions.

3. *Provide a comprehensive profile of WHAT services the Mini-Career Center and its partners will deliver to job seekers and businesses. For job seekers, specify the levels at which these services are provided: Core A, Core B, Intensive Services and Training. These services are listed in the Mandated Program Requirements, pages 3, 4 and 5.*

Level	Job Seeker Services	Partner
Core/Universal	<ul style="list-style-type: none"> <li>• Eligibility Determination</li> <li>• Outreach, intake and Orientation to Services</li> <li>• Initial Assessment</li> <li>• Employment Statistics</li> <li>• Training, education and rehabilitation provider performance and program cost information</li> <li>• Local Area WorkSource Center Performance Information</li> <li>• Information and Referrals to Support Services</li> <li>• Unemployment Insurance Information</li> <li>• Eligibility Assistance for non-WIA training and Education</li> <li>• Workshops</li> <li>• Job Search and Placement Assistance (Group)</li> <li>• Resource Center Services <ul style="list-style-type: none"> <li>◦ Internet Browsing</li> <li>◦ Internet Accounts (CalJOBS, Monster, etc)</li> <li>◦ Talent Referrals (Labor Exchange Referrals,)</li> </ul> </li> </ul>	<p>Managed Career Solutions</p> <p>Central San Gabriel Valley WSC</p> <p>WorkSource California Career Partners</p> <p>ACS/ELA WSC</p> <p>National Asian Pacific Council on Aging</p>
Core B	<ul style="list-style-type: none"> <li>• As above, plus:</li> <li>• Registration into WIA</li> <li>• One-on-One Job Placement Services</li> <li>• Support Services</li> <li>• Follow-up services</li> <li>• Background Checks</li> <li>• Job Club</li> </ul>	Managed Career Solutions
Intensive Services	<ul style="list-style-type: none"> <li>• Comprehensive and specialized assessments</li> <li>• Individual Employment Plan</li> <li>• Group Counseling</li> <li>• Individual Counseling and career planning</li> <li>• Case Management</li> <li>• Short-term pre-vocational services</li> <li>• Work Experience</li> <li>• Follow-Up services</li> </ul>	Managed Career Solutions
Training	<ul style="list-style-type: none"> <li>• Occupational Skills Training</li> </ul>	



<b>Services</b>	<ul style="list-style-type: none"> <li>• On-the-Job-Training</li> <li>• Contextual workplace training</li> <li>• Private Sector Training</li> <li>• Skill upgrading and retraining</li> <li>• Entrepreneurial Training</li> <li>• Job Readiness Training</li> <li>• Adult Education and Literacy in combination with the above</li> </ul>	Community College District LACOE LAUSD        MCS
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<b>Level</b>	<b>Business Services</b>	<b>Partner</b>
<b>Business Services</b>	<ul style="list-style-type: none"> <li>• Labor Market Information</li> <li>• Resource Center Services including: Computers, printers, reprographics, telephone, business library, fax machines, Internet.</li> <li>• On-the-Job Training Programs</li> <li>• Job Postings on CalJOBS</li> <li>• Recruitment and Pre-Screening of Qualified Personnel</li> <li>• Tax Credit Information</li> <li>• Outplacement Services</li> <li>• Rapid Response</li> </ul>	MCS

4. *Provide a comprehensive profile of WHEN services are provided to job seekers and businesses.*

The process for moving job seekers through the service process is accomplished through a customer focused service strategy grounded in customer choice. The determinant is the job seeker's achievement of a living wage and self-sufficiency as defined by the federal guidelines. MCS does not hold participants to specific timed periods in the various service levels. In accordance with County WIB policy, a customer must receive at least one documented core service prior to enrollment in Core B, where one-on-one services may be accessed. Participants can access support services including childcare, transportation, books, supplies, wardrobe expenses to start job search or a new job, and needs based payments. If the job seeker is unable to secure a self-sufficient wage, the participant can advance to the Intensive Services level. If the customer still is unable to secure employment at a living wage; and if in the opinion of the participant, the case manager and senior Center staff, the customer would benefit from training, the participant may, at his/her choice, be referred for training services.

All API customers will receive one Core service at a minimum, prior to program enrollment, at which time a preliminary assessment of barriers to employment will be made. Upon program enrollment, API customers will receive Core B and Intensive Services depending upon their assessment, career plan, and personal choice, and Individual Employment Plan will be developed with remediation strategies to overcome barriers to employment:

- Those who are limited-English-proficient will receive ESL and VESL training;
- Those who lack a GED will be referred educational entities such as the Community College District, LACOE, or the Regional Occupational Programs, as well as to cbos and fbos who offer classes.
- Citizenship classes will be offered at the Center.
- A menu of support services will be offered an warm-handoffs will be made to agencies, both public and private.

5. *Provide a comprehensive profile of WHERE these services are provided to job seekers and businesses. Are these services provided at different locations? If so, give the location, name, address and services provided. Also, provide operating days and hours. Include the name of the person responsible at each location, their title and telephone number.*

The MCS API Mini Career Center is located at: 2550 West Main Street, Alhambra, California 91801.

Hours of Operation: Monday – Friday 8:00 a.m. – 5:00 p.m.

Director of Operations: Cathy Farrar, MBA  
Telephone: (626) 284-9715

6. *Provide a comprehensive profile of WHY a specific menu of services may be offered to one group of job seekers and another service plan offered to another group of job seekers through service levels: Core A, Core B, Intensive Services, and Training. Identify those job seekers named in question 1A of the Statement of Work in responding to this question.*

All customers have universal access to WIA services. The key driver of the MCS service strategy is customization: API Mini Career Center customers are not required to fit a mandated service strategy, rather WIA services will be tailored to best meet individual customer needs. The program mission is to provide services that will lead to a good job resulting in self-sufficiency. Therefore, tailored employment, training and wrap-around services will be provided as needed so that the customer is employable and achieves, at a minimum, a good job with a career ladder opportunity. If a customer can achieve meaningful employment at the Core B level, then s/he will not enter the Intensive Services level. The same principle holds true for Intensive to Training Services.

7. *Provide a comprehensive profile of WHY a specific menu of services may be offered to one group of businesses and another service plan offered to another group of businesses.*

All businesses have equal access to MCS API Mini Career Center services. MCS Job Developers and Business Services Representatives market the full menu of WIA business services to the API community, and work with individual businesses and employers to tailor a business plan that will best serve their needs.

While On-the-Job Training opportunities are options available to all businesses, the Center has developed criteria to determine what training options best serve the interests of both the employer and the job seeker or incumbent worker, by providing the greatest return on WIA/WIB invested training funds.

8. *State how you will measure the effectiveness of your services to job seekers and businesses and the integration of these services through your partners. Who will measure this, how will data be collected, how often would it be reviewed. How will changes be implemented?*

MCS' mission is "To provide quality employment, training and support services." Quality is operationally defined as meeting and exceeding customer expectations. Quality Control is managed across programs at the corporate level by a CQI Manager who reports directly to the Executive Director. Job Seeker, Employer and Business customer satisfaction survey ratings are collected monthly and analyzed. Any deviation from the established performance standard is analyzed and a corrective action plan is immediately initiated and closely monitored against performance. Twice yearly performance management reviews are conducted that compare contractual and qualitative goals to MCS' performance standards.

The CQI Manager is a Certified Focus Group Facilitator and conducts bi-annual focus groups with job seekers, employers and business customers to determine not only quality levels but also opportunities for improvements and expansion of services.

9. *Provide a customer flow chart reflecting your response to this Strategic Plan questionnaire. Do this by listing the partners by programmatic activities by service; Core A, Core B, Intensive Services, training, placement and follow-up services.*

See Attachment A.

10. *Provide a functional organizational chart that reflects the WorkSource Centers staff and partners represented in the Strategic Plan.*

See Attachment B.

11. *State how you will provide post-follow-up services to your participants in the Adult and Dislocated Worker programs. If you will be handling post-follow-up differently for each group, state how it will be different.*

MCS does not differentiate between Adult and Dislocated Workers in the provision of post-Exit follow-ups. Follow-up services are provided by telephone, through visits to the worksite to speak with the participant and the employer, and by fax or e-mail for Employment Verification Letters.

At a minimum, the MCS Case Manager contacts the participant each month for the first quarter after Exit and at the end of the three succeeding quarters to verify employment and provide post-employment services for the period of one year. The participant may receive career counseling, job coaching, referrals to support services, further employment and training information, remedial workshops for workplace issues, and job developer services to find another job, should that become necessary. Our goal is to provide a safety net of services and interventions to ensure that the participant builds upon the gains s/he made during the program and continues to be attached to the workforce.

The Job Developer contacts the employer on the same schedule to secure employment verifications, information about wage gains, and benefit packages, as well as to determine the employer satisfaction level with employee performance, reporting this information back to the Case Manager.

**EMPLOYMENT AND TRAINING OCCUPATIONS TABLE**  
(Complete a separate form for each activity, as applicable)

### Check Activity:

x	Job Training	<input type="checkbox"/>	Work Experience
	On-the-Job-Training	<input type="checkbox"/>	Job Creations

Occupational Training Job Title	Wage At Placement	Average Training Length
1. Emergency Medical Technician - 1	\$ 12.02 Per Hr.	# of 200 Hrs.
2. Medical Billing Clerk	\$ 11.00 – 13.00 Per Hr.	# of 820 Hrs.
3.	\$ Per Hr.	# of Hrs.
4.	\$ Per Hr.	# of Hrs.
5.	\$ Per Hr.	# of Hrs.
6.	\$ Per Hr.	# of Hrs.
7.	\$ Per Hr.	# of Hrs.
8.	\$ Per Hr.	# of Hrs.
9.	\$ Per Hr.	# of Hrs.
10.	\$ Per Hr.	# of Hrs.
11.	\$ Per Hr.	# of Hrs.
12.	\$ Per Hr.	# of Hrs.
13.	\$ Per Hr.	# of Hrs.
14.	\$ Per Hr.	# of Hrs.
15.	\$ Per Hr.	# of Hrs.
16.	\$ Per Hr.	# of Hrs.
17.	\$ Per Hr.	# of Hrs.
18.	\$ Per Hr.	# of Hrs.
19.	\$ Per Hr.	# of Hrs.
20.	\$ Per Hr.	# of Hrs.

**This table should include a description of those occupations for which your agency will provide training and placement.**

The job titles must be from the Dictionary of Occupational Titles (DOT) or State Occupation Employment Statistics (OES) and may include the Job Codes where applicable.

EXHIBIT D

LOS ANGELES COUNTY

WIA WORKSOURCE CENTER

CONTRACT BUDGET FORMS

FY2005-2006

ADULT AND DISLOCATED WORKER PROGRAM

☒ BUDGET INFORMATION SUMMARY

☒ LINE ITEM BUDGET

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
BUDGET INFORMATION SUMMARY**

Exhibit D  
Page 1 of 16

Legal Name of Contractor: Managed Career Solutions

Contract Number: \_\_\_\_\_

Aka WorkSource Name: ASIAN PACIFIC ISLANDER MINI CAREER CENTER

Contract Period: \_\_\_\_\_

A. COST ACTIVITY SUMMARY ☒ Adult ☐ Dislocated Worker TOTAL COST: \$ 84,963

PROGRAM ACTIVITY	LEVERAGED RESOURCES (NON-WIA FUNDED)	WIA AMOUNT BUDGETED	% ALLOCATED
Core A	1,512.00	4,125	4.86%
Core B	7,563	12,370	14.56%
Intensive	10,588.00	32,984	38.82%
Training	21,176	32,984	38.82%
Administrative Costs	4,106.50	2,500	2.94%
<b>TOTAL COSTS</b>	<b>\$ 84,963.00</b>		<b>100.00%</b>

**B. MONTHLY EXPENDITURES OF PROGRAM COSTS BY ACTIVITY (NON-CUMULATIVE)**

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Core A	-	-	-	-	-	295	688	688	688	688	688	390	4,125
Core B	-	-	-	-	-	884	2,062	2,062	2,062	2,062	2,062	1,176	12,370
Intensive	-	-	-	-	-	2,356	5,497	5,497	5,497	5,497	5,497	3,143	32,984
Training	-	-	-	-	-	2,356	5,497	5,497	5,497	5,497	5,497	3,143	32,984
Admin. Cost	-	-	-	-	-	357	417	417	417	417	417	58	2,500
<b>TOTALS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,248</b>	<b>14,161</b>	<b>14,161</b>	<b>14,161</b>	<b>14,161</b>	<b>14,161</b>	<b>7,910</b>	<b>84,963</b>

**C. ALLOCATIONS BY SUPERVISORIAL DISTRICT**

Supervisory District I	Supervisory District II	Supervisory District III	Supervisory District IV	Supervisory District V	Total
				\$ 84,963	\$ 84,963

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
LINE ITEM BUDGET SUMMARY**

**Exhibit D**  
Page 2 of 16

**CONTRACT#:** \_\_\_\_\_ **Program:** ☒ Adult ☐ Dislocated Worker

**Amendment #:** \_\_\_\_\_ **Modification #:** \_\_\_\_\_

**Agency Name:** MANAGED CAREER SOLUTIONS, INC **Phone Number:** (213)-381-3110

**Prepared By:** TITO MATURAN **Date Prepared:** 11/8/05

**Complete Budget Summary and all Schedule forms separately for each program.**

LINE ITEM EXPENDITURES	TOTAL WIA COST	ADMIN. COST ≤3%	PROGRAM COST (A+B+C+D)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING (D)
<b>PERSONNEL COSTS</b>							
Salaries & Wages	43,112	1,460	41,652	2,082	6,249	16,661	16,660
Fringe Benefits	10,778	365	10,413	522	1,562	4,164	4,165
<b>Sub-Total Personnel Costs</b>	<b>53,890</b>	<b>1,825</b>	<b>52,065</b>	<b>2,604</b>	<b>7,811</b>	<b>20,825</b>	<b>20,825</b>
<b>NON-PERSONNEL COSTS</b>							
Facility (Rent/Lease)	4,116	82	4,034	201	605	1,614	1,614
Tenant Improvements (not included in lease)	490	10	480	24	72	192	192
Utilities (telephone, ISP, gas, electricity, water)	2,293	46	2,247	112	337	899	899
Janitorial Services/Maintenance Repairs	980	20	960	48	144	384	384
Equipment Purchase (Purchase/Lease)	2,940	59	2,881	145	432	1,152	1,152
Indirect Cost Rate - attach current approved ltr. from Cognizant Agency	-		-				
Office Supplies	735	15	720	36	108	288	288



COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
LINE ITEM BUDGET SUMMARY

CONTRACT#:

Program:

☒ Adult

☐ Dislocated Worker

Amendment #:

Modification #:

Agency Name:

MANAGED CAREER SOLUTIONS, INC

Phone Number: (213) 381-3110

Prepared By:

TITO MATURAN

Date Prepared: 11/8/05

Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEM EXPENDITURES	TOTAL WIA COST	ADMIN. COST ≤3%	PROGRAM COST (A+B+C+D)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING (D)
<b>NON-PERSONNEL COSTS</b>							
Resource Room Materials	1,960		1,960	98	294	784	784
Testing Materials (e.g. Background Checks)	-		-				
Advertising/Marketing	-		-				
Insurance (name specific insurances charged)	245	22	223	12	33	89	89
Travel related cost (mileage, lodging, meals)	343		343	18	51	137	137
Conferences/training	-		-				
Customer incentives	-		-				
Support Services	2,740		2,740	137	411	1,096	1,096
Work Experience	-		-				
OJT Employer reimbursement/training wages	9,017		9,017	450	1,353	3,607	3,607
Customized Training	-		-				

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
LINE ITEM BUDGET SUMMARY**

**CONTRACT#:** \_\_\_\_\_ **Program:** ☒ Adult ☐ Dislocated Worker

**Amendment #:** \_\_\_\_\_ **Modification #:** \_\_\_\_\_

**Agency Name:** MANAGED CAREER SOLUTIONS INC **Phone Number:** (213)-381-3110

**Prepared By:** TITO MATURAN **Date Prepared:** 11/8/05

**Complete Budget Summary and all Schedule forms separately for each program.**

LINE ITEM EXPENDITURES	TOTAL WIA COST	ADMIN. COST ≤3%	PROGRAM COST (A+B+C+D)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING (D)
<b>NON-PERSONNEL COSTS</b>							
Individual Training Accounts/Tuition Rates	-		-				
Subcontractors (include in Non-Personnel Schedule							
Professional Service/Consultant (Single Audit CPA)	421	421	-				
Profit (for PROFIT organizations only)	4,286		4,286	215	643	1,714	1,714
-Other (specify) Business Tax	507		507	25	76	203	203
-Other (specify)	-		-				
-Other (specify)	-		-				
-Other (specify)	-		-				
-Other (specify)	-		-				
<b>Sub-Total Non-Personnel Cost</b>	<b>31,073</b>	<b>675</b>	<b>30,398</b>	<b>1,521</b>	<b>4,559</b>	<b>12,159</b>	<b>12,159</b>
<b>GRAND TOTAL</b>	<b>84,963</b>	<b>2,500</b>	<b>82,463</b>	<b>4,125</b>	<b>12,370</b>	<b>32,984</b>	<b>32,984</b>

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
NON-PERSONNEL SCHEDULE

CONTRACT#:

Program: ☒ Adult ☐ Dislocated Worker

Amendment #:

Modification #:

Agency Name:

MANAGED CAREER SOLUTIONS, INC

Phone Number: (213) 381-3110

Prepared By:

TITO MATURAN

Date Prepared: 11/8/05

Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEM EXPENDITURES	DESCRIPTION / JUSTIFICATION (SHOW CALCULATIONS BELOW)	TOTAL WIA COST	ADMIN. COST 53%	PROGRAM COST (A+B+C+D)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING (D)
Facility	\$1200/mo x 6.5 months x 50%allo	4,116	82	4,034	201	605	1,614	1,614
Tenant Improvement	Resource center improvemet	490	10	480	24	72	192	192
Utilities	Tel=\$45.50/line x 5 lines x6.5 mo; ISP=100 x 6.5 mos.	2,293	46	2,247	112	337	899	899
Maintenance	Janitorial \$300/mo x 6.5 mos ; some repairs	980	20	960	48	144	384	384
Equipment Lease	8 PCs x \$50/mon x 6.5; Copier lease of \$400/mo x 6.5	2,940	59	2,881	145	432	1,152	1,152
Office Supplies	Supplies for clients files	735	15	720	36	108	288	288
Resource Room Materials	Est for Books/Materials	1,960		1,960	98	294	784	784
Insurance	\$8500/yr x 10% for 6.5 months	245	22	223	12	33	89	89
Travel	\$.32/mi x 50 ml x 3 staff x 6.5 mos	343		343	18	51	137	137
Support Services	Transportation/child care/tools	2,740		2,740	137	411	1,096	1,096
OJT	OJT reimbursement 50%	9,017		9,017	450	1,353	3,607	3,607
Professional(Audit)	Single Audit \$8600/yr x 5%	421	421	0	0	0	0	0
Profit	5% of contract amount(50%alloc)	4,286		4,286	215	643	1,714	1,714
Business Tax	6% of contract amount(50% alloc)	507		507	25	76	203	203
TOTAL NON PERSONNEL		31,073	675	30,398	1,521	4,559	12,159	12,159

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
PERSONNEL SCHEDULE**

**Exhibit D**  
Page 6 of 16

**CONTRACT#:** \_\_\_\_\_ **Modification #:** \_\_\_\_\_

**Program:** ☒ Adult ☐ Dislocated Worker

**Agency Name:** MANAGED CAREER SOLUTIONS, INC

**Phone Number:** (213) 381-3110 ext 239

**Prepared By:** TITO MATURAN

**Date Prepared:** 11/8/05

**Complete Budget Summary and all Schedule forms separately for each program.**

POSITION TITLE (1 STAFF PER LINE)	ANNUAL SALARY RATE (A)	% TIME SPENT (B) for 6.5 months	TOTAL WIA COST (A x B)	WIA COST ADMIN. 53%	PROGRAM COST (C+D+E+F)	CORE A (C)	CORE B (D)	INTENSIVE (E)	TRAINING (F)
Executive Director	114,000	0.53%	605		605	30	91	242	242
Program Manager	50,000	28.58%	14,292		14,292	715	2,144	5,717	5,716
Case Manager	40,000	26.54%	10,617		10,617	530	1,593	4,247	4,247
Job Developer/Bus.Service Rep	40,000	26.54%	10,617		10,617	530	1,593	4,247	4,247
Customer Service Rep.	20,800	26.54%	5,521		5,521	277	828	2,208	2,208
Fiscal Director	75,000	0.53%	398	398	-				
Accountant	40,000	2.66%	1,062	1,062	-				
<b>*Use additional pages if needed</b>									
<b>Carry Totals to last page</b>			43,112	1,460	41,652	2,082	6,249	16,661	16,660
<b>EMPLOYER EXPENSES CONTRIBUTIONS AND BENEFITS</b>									
FICA				112	3,186	160	478	1,274	1,274
State Unemployment Insurance				21	612	31	92	244	245
Workers Compensation				102	2,916	147	437	1,166	1,166
Other (Please list)-FUTA				3	79	4	12	31	32
Other (Please list)-Health/Dental				117	3,328	166	499	1,332	1,331
Other (Please list)-401K				10	292	14	44	117	117
<b>Employer Benefits Subtotal</b>				365	10,413	522	1,562	4,164	4,165
<b>Total Personnel Costs (Salaries and Benefits)</b>				1,825	52,065	2,604	7,811	20,825	20,825

## Dislocated Worker

**Modification #:**

Date Prepared: 11/8/05

POSITION TITLE (1 STAFF PER LINE)	SALARY RATE (A)	TIME SPENT (B)	TOTAL WIA COST (A x B)	WIA COST ADMIN. ≤3%	PROGRAM COST (C+D+E+F)	CORE A (C)	CORE B (D)	INTENSIVE (E)	TRAINING (F)
NONE			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
*Use additional pages if needed Carry Totals to last page		Salary Totals	-	-	-	-	-	-	-

**COUNTY OF LOS ANGELES - COMMUNITY AND SENIOR SERVICES**  
**WORKFORCE INVESTMENT ACT**  
**CUSTOMER INVESTMENT PLAN**  
**REVENUE LISTING**

**Exhibit D**  
**Page 8 of 16**

Program: ☒ Adult

☐ Dislocated Worker

Contract #: \_\_\_\_\_

Agency Name: MANAGED CAREER SOLUTIONS

Prepared By: TITO MATURAN Date Prepared: November 8, 2005

**List all revenue coming to the WorkSource (include foundation grants and donations)**

	Revenue Source (Grant Title)	Dollar Amount	Grant Period Month/Day/Year
1.	WIA City of LA -Hollywood WorkSource	728,733.00	7/1/05-6/30/06
2.	WIA Health CareCity of LA -Hollywood WorkSource	880,000.00	7/1/05-6/30/06
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
<b>TOTAL</b>		<b>1,608,733.00</b>	

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:



Adult



Dislocated Worker

POSITION TITLE: Executive Director

Directions: Provide a concise summary of job responsibilities\technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Is administratively responsible for the management and leadership of the agency.

Directs the organization toward its primary mission and objectives, based on profit and return on capital. Establishes short and long range plans, policies and objectives.

Review operating results of the organization, attends all Board meetings and Board Executive Committee meetings as needed. Develops new programs and evaluate existing program. Member of the One-Stop's CQI Team with partners, and heads up the CQI Leadership Committee. Represents the agency in political and financial areas.

Negotiates contracts with subcontractors and funding sources. Responsible for Marketing activities, fundraising activities and seek financial contracts to benefit the agency.

Interprets the agency's goals and services to various public including ; Board of Directors staff members, volunteers, contributors, other non-profit agencies, relevant government agencies, inquiring public and the media.

Supervises the creation of the agency's annual report, press releases, media events and special literature in cooperation with Board Committee. Oversees Board approved funding plans, appropriate in all fundraising activities, including personal approaches , speaking engagements, membership activities.

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM: ☒ Adult ☐ Dislocated Worker

POSITION TITLE: Program Manager

Directions: Provide a concise summary of job responsibilities\technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Is administratively responsible for the management and leadership of special projects and programs, especially the Mini-Career Center and ASIAN/PACIFIC ISLANDER, and directs the organization towards its primary mission and objectives of training and employing Customers, including the ongoing CQI processes of customer service. Oversees the implementation of a world-class universally accessed Resource Center at the Mini-Career Center. Assists in day to day operations of the Center and Special Needs projects, which includes assisting participants and staff, as well as training all staff members. Directly Supervises the staff of the Mini- Career Center and Special Needs Projects.

Position requires strong leadership and problem solving skills. Must be able to serve Multicultural and multiethnic communities.

Must have a B.S. or B.A. degree in Social Work, Education, Psychology, Business Administration, Marketing, or related field.

Proven track record working with City and County of Los Angeles Social service Agencies. Maintaining and building effective working relationships.



PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:

☒ Adult

☐ Dislocated Worker

POSITION TITLE: Case Manager

Directions: Provide a concise summary of job responsibilities\technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Is responsible for conducting intake, eligibility, and orientation of new participants/  
Customers. Provides counselling , barrier determination. Assists participants to achieve  
Self sufficiency through job retention activities, mentoring, job coaching, supportive  
Service delivery, monthly employment plan updates, follow up on participants progress.  
Making appropriate training referrals and assuring world-class universal access services  
via the resource center.

Supervises a caseload of 45-65WIA participants seeking employment and post employ-  
ment services. Maintains documentation and reports of those activities, as well as  
documenting all related activities including support services and eligibility requirements.  
Interviews customers for intake and completes individual Employments Plans for each  
enrolled participant and updates this document on a monthly basis. In addition to all  
necessary documents and paperwork within each participants case file.

Ensures that all customer and participant activities are documented and in compliance with  
Mini-Career Center program guidelines and objectives.

Coordinates with Los AngelesCounty and One-stop career centers or Worksource Centers  
in the provision of shared and integrated co-case management services.

Position requires a B.A. or B.S. from a four year College or University or an A.A Degree  
or its equivalent from a Two year College or Technical School.

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:

☒

Adult

☐

Dislocated Worker

POSITION TITLE: Job Developer

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Provides counselling and secures job opportunities for all qualifies WIA participants and  
assist with universal customers in obtaining gainful employment opportunities all in  
compliance with WIA policies and regulations, including those of the Mini-Career Center.  
Assist participants and customers to be successful in obtaining employment, becoming  
self sufficient, and successful in the workplace, as well as job retention , job coaching.

Assist participants and customers in the development of their career objectives and goals.  
Maintain relationships with numerous business and employer contacts in the community.  
Develops job opportunities locally as needed and studies labor market trends to develop  
jobs and in demand careers for Mini-Career Center participants and Universal customers.

Matches customers and participants to suitable jobs, brokers job placement of customers,  
and acts as a Liason to insure that employment relationships are sucessful to the business  
and customer.

Position requires a B.A. or B.S. Degree from a Four Year College or University or an A.A.  
Degree or its equivalent for a Two Year College or Technical School.

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM: ☒ Adult ☐ Dislocated Worker

POSITION TITLE: Customer Service Rep.

Directions: Provide a concise summary of job responsibilities\technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Position is under the direct supervision of the Resource Center Administrator. Receives and greets customers at the One-Stop Career Center's Resource Center, determine the nature of their inquiries and assist them appropriately, answers telephone inquiries, assist callers to the appropriate destination, performs light office duties as assigned (i.e. copying, faxing, typing, etc) and other duties as necessary.

Records customers name, time of entry, nature of use and resources needed via sign-in and sign-out sheet. Obtain callers name and arrange for any appointments with One-Stop partners. Issues Resource Center visiting passes as needed, makes future appointment and referrals to partners and community resources (i.e. InfoLine, etc.), answers general inquiries about the center's usage, and what resources are available to them under the universal access to WIA Services.

With great customer service skills, good telephone etiquette, and operation of office machine. Knowledgeable of multi line telephone system, computer literate, internet savvy, and possesses a friendly and cheerful disposition. Must be extremely well organized and detailed oriented. Able to enter data in database, compile statistics and surveys.

Must have an A.A. Degree or its equivalent from a Two Year college or Technical School or a High School Diploma or General Education Degree (GED), with at least two years related experience in performing job development, social service case management, employment recruiting, and /or marketing in a business or customer service

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:

☒

Adult

☐

Dislocated Worker

POSITION TITLE: Fiscal Director

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Is under the general direction of the Executive Director and responsible for the  
management of the Fiscal Department with overseeing cash management, budget  
controls, and contract compliance. Responsible for all financial and program  
Accounting and fiscal management functions. Provides payment for subcontractors  
and vendors and ensures compliance to internal control objectives. Is responsible for  
maintaining and distributing accurate payroll for staff members.

Budget projections and preparation, comparison and analysis of budget cost to actual  
costs, cost control and monitoring preparation, and submission of monthly WIA billings  
as well as fiscal budgetary preparation of contract required documents.

Coordinates and prepares financial statements in conformity with generally accepted  
Accounting principles and insures compliance to internal control objectives. Performs  
banking transactions to assure contract compliance, cash management, budget control and  
promotes and implements internal control as necessary.

Is computer literate in Peachtree and Microsoft Office (Word, Excel etc) and has related  
data entry, spreadsheet, and word processing skills that are highly desirable.

Position requires a B.A. from a Four Year Accredited College or University with a minimum  
of 3 years job related experience preferably in a Non Profit organizational environment.

Requires experience working with government accounting procedures, principles and reporting

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:

☒

Adult

☐

Dislocated Worker

POSITION TITLE: Accountant

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Is under the supervision of the Finance and Technology Director. Responsible for the  
maintaining accounting computer files for program related transactions. Prepares monthly  
program billings for review of the Finance and Technology and ensures prompt delivery to .  
designated agencies. Prepares deposit slip for checks received and recorded by the  
Bookkeeper and ensure that said checks are deposited to the bank.

Maintains the accounting computer files for program transactions. Ensure that program  
expenses are posted accordingly and recorded in the proper program funding stream  
classification.

Ensures compliance to internal control objectives. May be required to work overtime ,  
weekends or evenings. Position requires working in team environment

Ensures maintenance of a Continues Quality Improvement (CQI) workflow and office  
process environment. Other Duties as assigned.

Is computer literate in Peachtree and Microsoft Office (Word, Excel etc) and has related  
data entry, spreadsheet, and word processing skills that are highly desirable.

Position requires a B.A. from a Four Year Accredited College or University with a minimum  
of 3 years job related experience preferably in a Non Profit organizational environment.

CONSULTANT JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: MANAGED CAREER SOLUTIONS

PROGRAM:

☒

Adult

☐

Dislocated Worker

POSITION TITLE: \_\_\_\_\_

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

none

EXHIBIT D

LOS ANGELES COUNTY

WIA WORKSOURCE CENTER

CONTRACT BUDGET FORMS

FY2005-2006

ADULT AND DISLOCATED WORKER PROGRAM



BUDGET INFORMATION SUMMARY



LINE ITEM BUDGET

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
BUDGET INFORMATION SUMMARY

Exhibit D  
Page 1 of 16

Legal Name of Contractor: Managed Career Solutions

Contract Number: \_\_\_\_\_

Aka WorkSource Name: ASIAN PACIFIC ISLANDER MINI CAREER CENTER

Contract Period: \_\_\_\_\_

A. COST ACTIVITY SUMMARY

☐ Adult ☒ Dislocated Worker

TOTAL COST: \$ 90,037

PROGRAM ACTIVITY	LEVERAGED RESOURCES (NON-WIA FUNDED)	WIA AMOUNT BUDGETED	% ALLOCATED
Core A	1,512.00	4,367	4.85%
Core B	7,563	13,110	14.56%
Intensive	10,588.00	34,955	38.82%
Training	21,176	34,955	38.82%
Administrative Costs	4,106.50	2,650	2.94%
<b>TOTAL COSTS</b>	\$ 90,037.00		99.99%

B. MONTHLY EXPENDITURES OF PROGRAM COSTS BY ACTIVITY (NON-CUMULATIVE)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Core A	-	-	-	-	-	312	728	728	728	728	728	415	4,367
Core B	-	-	-	-	-	936	2,185	2,185	2,185	2,185	2,185	1,249	13,110
Intensive	-	-	-	-	-	2,497	5,826	5,826	5,826	5,826	5,826	3,328	34,955
Training	-	-	-	-	-	2,497	5,826	5,826	5,826	5,826	5,826	3,328	34,955
Admin. Cost	-	-	-	-	-	379	442	442	442	442	442	61	2,650
<b>TOTALS</b>	-	-	-	-	-	6,621	15,007	15,007	15,007	15,007	15,007	8,381	90,037

C. ALLOCATIONS BY SUPERVISORIAL DISTRICT

Supervisory District I	Supervisory District II	Supervisory District III	Supervisory District IV	Supervisory District V	Total
				\$ 90,037	\$ 90,037



**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
LINE ITEM BUDGET SUMMARY**

**Exhibit D**  
Page 2 of 16

**CONTRACT#:** \_\_\_\_\_

**Program:** \_\_\_\_\_

☐ Adult

☒ Dislocated Worker

**Amendment #:** \_\_\_\_\_

**Modification #:** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

MANAGED CAREER SOLUTIONS, INC

**Phone Number:** (213)-381-3110

**Prepared By:** \_\_\_\_\_

TITO MATURAN

**Date Prepared:** 11/8/05

**Complete Budget Summary and all Schedule forms separately for each program.**

LINE ITEM EXPENDITURES	TOTAL WIA COST	ADMIN. COST ≤3%	PROGRAM COST (A+B+C+D)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING (D)
<b>PERSONNEL COSTS</b>							
Salaries & Wages	44,870	1,519	43,351	2,168	6,504	17,340	17,339
Fringe Benefits	11,217	380	10,837	540	1,626	4,335	4,336
<b>Sub-Total Personnel Costs</b>	<b>56,087</b>	<b>1,899</b>	<b>54,188</b>	<b>2,708</b>	<b>8,130</b>	<b>21,675</b>	<b>21,675</b>
<b>NON-PERSONNEL COSTS</b>							
Facility (Rent/Lease)	4,284	129	4,155	208	623	1,662	1,662
Tenant Improvements (not included in lease)	510	10	500	25	75	200	200
Utilities (telephone, ISP, gas, electricity, water)	2,387	48	2,339	116	351	936	936
Janitorial Services/Maintenance Repairs	1,020	20	1,000	50	150	400	400
Equipment Purchase (Purchase/Lease)	3,060	61	2,999	149	450	1,200	1,200
Indirect Cost Rate - attach current approved ltr. from Cognizant Agency	-		-				
Office Supplies	765	15	750	37	113	300	300

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
LINE ITEM BUDGET SUMMARY

CONTRACT#:

Program:

☐

Adult

☒

Dislocated Worker

Amendment #:

Modification #:

Agency Name:

MANAGED CAREER SOLUTIONS, INC

Phone Number: (213) 381-3110

Prepared By:

TITO MATURAN

Date Prepared: 11/8/05

Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEM EXPENDITURES	TOTAL WIA COST	ADMIN. COST ≤3%	PROGRAM COST (A+B+C+D)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING (D)
<b>NON-PERSONNEL COSTS</b>							
Resource Room Materials	2,040		2,040	102	306	816	816
Testing Materials (e.g. Background Checks)	-		-				
Advertising/Marketing	-		-				
Insurance (name specific insurances charged)	255	29	226	12	34	90	90
Travel related cost (mileage, lodging, meals)	357		357	17	54	143	143
Conferences/training	-		-				
Customer incentives	-		-				
Support Services	2,860		2,860	143	429	1,144	1,144
Work Experience	-		-				
OJT Employer reimbursement/training wages	10,983		10,983	550	1,647	4,393	4,393
Customized Training	-		-				

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
LINE ITEM BUDGET SUMMARY

Exhibit D  
Page 4 of 16

CONTRACT#:

Program:

☐

Adult

☒

Dislocated Worker

Amendment #:

Modification #:

Agency Name:

MANAGED CAREER SOLUTIONS INC

Phone Number: (213)-381-3110

Prepared By:

TITO MATURAN

Date Prepared: 11/8/05

Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEM EXPENDITURES	TOTAL WIA COST	ADMIN. COST ≤3%	PROGRAM COST (A+B+C+D)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING (D)
<b>NON-PERSONNEL COSTS</b>							
Individual Training Accounts/Tuition Rates	-		-				
Subcontractors (include in Non-Personnel Schedule							
Professional Service/Consultant (Single Audit CPA)	439	439	-				
Profit (for PROFIT organizations only)	4,463		4,463	224	669	1,785	1,785
-Other (specify) Business Tax	527		527	26	79	211	211
-Other (specify)	-		-				
-Other (specify)	-		-				
-Other (specify)	-		-				
-Other (specify)	-		-				
<b>Sub-Total Non-Personnel Cost</b>	33,950	751	33,199	1,659	4,980	13,280	13,280
<b>GRAND TOTAL</b>	90,037	2,650	87,387	4,367	13,110	34,955	34,955

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
NON-PERSONNEL SCHEDULE

CONTRACT#:

Program:



Adult



Dislocated Worker

Amendment #:

Modification #:

Agency Name:

MANAGED CAREER SOLUTIONS, INC

Phone Number: (213) 381-3110

Prepared By:

TITO MATURAN

Date Prepared: 11/8/05

Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEM EXPENDITURES	DESCRIPTION / JUSTIFICATION (SHOW CALCULATIONS BELOW)	TOTAL WIA COST	ADMIN. COST ≤3%	PROGRAM COST (A+B+C+D)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING (D)
Facility	\$1200/mo x 6.5 months x 50% allo	4,284	129	4,155	208	623	1,662	1,662
Tenant Improvement	Resource center improvemet	510	10	500	25	75	200	200
Utilities	Tel=\$45.50/line x 5 lines 6.5mo; ISP=100 x6.5 mos.	2,387	48	2,339	116	351	936	936
Maintenance	Janitorial \$300/mo x6.5 mos ; some repairs	1,020	20	1,000	50	150	400	400
Equipment Lease	8 PCs x \$50/mon x 6.5; Copier lease of \$400/mo x6.5	3,060	61	2,999	149	450	1,200	1,200
Office Supplies	Supplies for clients files	765	15	750	37	113	300	300
Resource Room Materials	Est for Books/Materials	2,040		2,040	102	306	816	816
Insurance	\$8500/yr x 10% for 6.5 months	255	29	226	12	34	90	90
Travel	\$.32/ml x 50 ml x 3 staff x6.5 mos	357		357	17	54	143	143
Support Services	Transportation/child care/tools	2,860		2,860	143	429	1,144	1,144
OJT	OJT reimbursement 50%	10,983		10,983	550	1,647	4,393	4,393
Professional(Audit)	Single Audit \$8600/yr x 5%	439	439	0	0	0	0	0
Profit	5% of contract amount(50%alloc)	4,463		4,463	224	669	1,785	1,785
Business Tax	6% of contract amount(50% alloc)	527		527	26	79	211	211
TOTAL NON PERSONNEL		33,950	751	33,199	1,659	4,980	13,280	13,280

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
PERSONNEL SCHEDULE**

**CONTRACT#:** \_\_\_\_\_ **Modification #:** \_\_\_\_\_ **Program:** ☐ Adult ☒ Dislocated Worker  
**Amendment #:** \_\_\_\_\_

**Agency Name:** MANAGED CAREER SOLUTIONS, INC **Phone Number:** (213) 381-3110 ext 239

**Prepared By:** TITO MATURAN **Date Prepared:** 11/8/05

**Complete Budget Summary and all Schedule forms separately for each program.**

POSITION TITLE (1 STAFF PER LINE)	ANNUAL SALARY RATE (A)	% TIME SPENT (B) for 6.5 months	TOTAL WIA COST (A x B)	WIA COST ADMIN. 53%	PROGRAM COST (C+D+E+F)	CORE A (C)	CORE B (D)	INTENSIVE (E)	TRAINING (F)
Executive Director	114,000	0.55%	630		630	32	95	252	251
Program Manager	50,000	29.75%	14,875		14,875	744	2,231	5,950	5,950
Case Manager	40,000	27.63%	11,050		11,050	552	1,658	4,420	4,420
Job Developer/Bus.Service Rep	40,000	27.63%	11,050		11,050	552	1,658	4,420	4,420
Customer Service Rep.	20,800	27.63%	5,746		5,746	288	862	2,298	2,298
Fiscal Director	75,000	0.55%	414	414	-				
Accountant	40,000	2.76%	1,105	1,105	-				
<b>*Use additional pages if needed</b>									
<b>Carry Totals to last page</b>			44,870	1,519	43,351	2,168	6,504	17,340	17,339
<b>EMPLOYER EXPENSES CONTRIBUTIONS AND BENEFITS</b>									
FICA				116	3,315	166	497	1,326	1,326
State Unemployment Insurance				22	637	32	96	254	255
Workers Compensation				106	3,035	152	455	1,214	1,214
Other (Please list)-FUTA				3	82	4	12	33	33
Other (Please list)-Health/Dental				121	3,464	172	520	1,386	1,386
Other (Please list)-401K				12	304	14	46	122	122
<b>Employer Benefits Subtotal</b>				380	10,837	540	1,626	4,335	4,336
<b>Total Personnel Costs (Salaries and Benefits)</b>				1,899	54,188	2,708	8,130	21,675	21,675

Exhibit D  
Page 7 of 16

**x** Dislocated Worker

**Modification #:**

## **MANAGED CAREER SOLUTIONS**

# TITO MATURAN

**Date Prepared: 11/8/05**

**Complete Budget Summary and all Schedule forms separately for each program.**

POSITION TITLE (1 STAFF PER LINE)	SALARY RATE (A)	TIME SPENT (B)	TOTAL WIA COST (A x B)	WIA COST ADMIN. ≤3%	PROGRAM COST (C+D+E+F)	CORE A (C)	CORE B (D)	INTENSIVE (E)	TRAINING (F)
NONE			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
*Use additional pages if needed Carry Totals to last page		Salary Totals	-		-				

**COUNTY OF LOS ANGELES - COMMUNITY AND SENIOR SERVICES**  
**WORKFORCE INVESTMENT ACT**  
**CUSTOMER INVESTMENT PLAN**  
**REVENUE LISTING**

**Exhibit D**  
Page 8 of 16

Program: ☐ Adult

☒ Dislocated Worker

Contract #: \_\_\_\_\_

Agency Name: MANAGED CAREER SOLUTIONS

Prepared By: TITO MATURAN

Date Prepared: November 8, 2005

**List all revenue coming to the WorkSource (include foundation grants and donations)**

	Revenue Source (Grant Title)	Dollar Amount	Grant Period Month/Day/Year
1.	WIA City of LA -Hollywood WorkSource	549,746.00	7/1/05-6/30/06
2.	WIA Health CareCity of LA -Hollywood WorkSource	112,000.00	7/1/05-6/30/06
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
<b>TOTAL</b>		661,746.00	

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:

☐

Adult

☒

Dislocated Worker

POSITION TITLE: Executive Director

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Is administratively responsible for the management and leadership of the agency.

Directs the organization toward its primary mission and objectives, based on profit and return on capital. Establishes short and long range plans, policies and objectives.

Review operating results of the organization, attends all Board meetings and Board Executive Committee meetings as needed. Develops new programs and evaluate existing program. Member of the One-Stop's CQI Team with partners, and heads up the CQI Leadership Committee. Represents the agency in political and financial areas.

Negotiates contracts with subcontractors and funding sources. Responsible for Marketing activities, fundraising activities and seek financial contracts to benefit the agency.

Interprets the agency's goals and services to various public including ; Board of Directors staff members, volunteers, contributors, other non-profit agencies, relevant government agencies, inquiring public and the media.

Supervises the creation of the agency's annual report, press releases, media events and special literature in cooperation with Board Committee. Oversees Board approved funding plans, appropriate in all fundraising activities, including personal approaches , speaking engagements, membership activities.



PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:

☐

Adult

☒

Dislocated Worker

POSITION TITLE: Program Manager

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Is administratively responsible for the management and leadership of special projects and programs, especially the Mini-Career Center and ASIAN/PACIFIC ISLANDER, and directs the organization towards its primary mission and objectives of training and employing Customers, including the ongoing CQI processes of customer service. Oversees the implementation of a world-class universally accessed Resource Center at the Mini-Career Center. Assists in day to day operations of the Center and Special Needs projects, which includes assisting participants and staff, as well as training all staff members. Directly Supervises the staff of the Mini- Career Center and Special Needs Projects.

Position requires strong leadership and problem solving skills. Must be able to serve Multicultural and multiethnic communities.

Must have a B.S. or B.A. degree in Social Work, Education, Psychology, Business Administration, Marketing, or related field.

Proven track record working with City and County of Los Angeles Social service Agencies. Maintaining and building effective working relationships.

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:

☐

Adult

☒

Dislocated Worker

POSITION TITLE: Case Manager

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Is responsible for conducting intake, eligibility, and orientation of new participants/  
Customers. Provides counselling , barrier determination. Assists participants to achieve  
Self sufficiency through job retention activities, mentoring, job coaching, supportive  
Service delivery, monthly employment plan updates, follow up on participants progress.  
Making appropriate training referrals and assuring world-class universal access services  
via the resource center.

Supervises a caseload of 45-65WIA participants seeking employment and post employ-  
ment services. Maintains documentation and reports of those activities, as well as  
documenting all related activities including support services and eligibility requirements.  
Interviews customers for intake and completes individual Employments Plans for each  
enrolled participant and updates this document on a monthly basis. In addition to all  
necessary documents and paperwork within each participants case file.

Ensures that all customer and participant activities are documented and in compliance with  
Mini-Career Center program guidelines and objectives.

Coordinates with Los AngelesCounty and One-stop career centers or Worksource Centers  
in the provision of shared and integrated co-case management services.

Position requires a B.A. or B.S. from a four year College or University or an A.A Degree  
or its equivalent from a Two year College or Technical School.

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:

☐

Adult

☒

Dislocated Worker

POSITION TITLE: Job Developer

Directions: Provide a concise summary of job responsibilities\technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Provides counselling and secures job opportunities for all qualifies WIA participants and  
assist with universal customers in obtaining gainful employment opportunities all in  
compliance with WIA policies and regulations, including those of the Mini-Career Center.  
Assist participants and customers to be successful in obtaining employment, becoming  
self sufficient, and successful in the workplace, as well as job retention , job coaching.

Assist participants and customers in the development of their career objectives and goals.  
Maintain relationships with numerous business and employer contacts in the community.  
Develops job opportunities locally as needed and studies labor market trends to develop  
jobs and in demand careers for Mini-Career Center participants and Universal customers.

Matches customers and participants to suitable jobs, brokers job placement of customers,  
and acts as a Liason to insure that employment relationships are sucessful to the business  
and customer.

Position requires a B.A. or B.S. Degree from a Four Year College or University or an A.A.  
Degree or its equivalent for a Two Year College or Technical School.

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:

☐

Adult

☒

Dislocated Worker

POSITION TITLE: Customer Service Rep.

Directions: Provide a concise summary of job responsibilities\technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Position is under the direct supervision of the Resource Center Administrator. Receives and greets customers at the One-Stop Career Center's Resource Center, determine the nature of their inquiries and assist them appropriately, answers telephone inquiries, assist callers to the appropriate destination, performs light office duties as assigned (i.e. copying faxing, typing, etc) and other duties as necessary.

Records customers name, time of entry, nature of use and resources needed via sign-in and sign-out sheet. Obtain callers name and arrange for any appointments with One-Stop partners. Issues Resource Center visiting passes as needed, makes future appointment and referrals to partners and community resources (i.e. InfoLine, etc.), answers general inquiries about the center's usage, and what resources are available to them under the universal access to WIA Services.

With great customer service skills, good telephone etiquette, and operation of office machine. Knowledgeable of multi line telephone system, computer literate, internet savvy, and possess a friendly and cheerful disposition. Must be extremely well organized and detailed oriented. Able to enter data in database, compile statistics and surveys.

Must have an A.A. Degree or its equivalent from a Two Year college or Technical School or a High School Diploma or General Education Degree (GED), with at least two years related experience in performing job development, social service case management, employment recruiting, and /or marketing in a business or customer service

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:

☐

Adult

☒

Dislocated Worker

POSITION TITLE: Fiscal Director

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Is under the general direction of the Executive Director and responsible for the  
management of the Fiscal Department with overseeing cash management, budget  
controls, and contract compliance. Responsible for all financial and program  
Accounting and fiscal management functions. Provides payment for subcontractors  
and vendors and ensures compliance to internal control objectives. Is responsible for  
maintaining and distributing accurate payroll for staff members.

Budget projections and preparation, comparison and analysis of budget cost to actual  
costs, cost control and monitoring preparation, and submission of monthly WIA billings  
as well as fiscal budgetary preparation of contract required documents.

Coordinates and prepares financial statements in conformity with generally accepted  
Accounting principles and insures compliance to internal control objectives. Performs  
banking transactions to assure contract compliance, cash management, budget control and  
promotes and implements internal control as necessary.

Is computer literate in Peachtree and Microsoft Office (Word, Excel etc) and has related  
data entry, spreadsheet, and word processing skills that are highly desirable.

Position requires a B.A. from a Four Year Accredited College or University with a minimum  
of 3 years job related experience preferably in a Non Profit organizational environment.

Requires experience working with government accounting procedures, principles and reporting

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: Managed Career Solutions, Inc.

PROGRAM:

☐

Adult

☒

Dislocated Worker

POSITION TITLE: Accountant

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

Is under the supervision of the Finance and Technology Director. Responsible for the  
maintaining accounting computer files for program related transactions. Prepares monthly  
program billings for review of the Finance and Technology and ensures prompt delivery to .  
designated agencies. Prepares deposit slip for checks received and recorded by the  
Bookkeeper and ensure that said checks are deposited to the bank.

Maintains the accounting computer files for program transactions. Ensure that program  
expenses are posted accordingly and recorded in the proper program funding stream  
classification.

Ensures compliance to internal control objectives. May be required to work overtime ,  
weekends or evenings. Position requires working in team environment

Ensures maintenance of a Continues Quality Improvement (CQI) workflow and office  
process environment. Other Duties as assigned.

Is computer literate in Peachtree and Microsoft Office (Word, Excel etc) and has related  
data entry, spreadsheet, and word processing skills that are highly desirable.

Position requires a B.A. from a Four Year Accredited College or University with a minimum  
of 3 years job related experience preferably in a Non Profit organizational environment.

CONSULTANT JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

AGENCY NAME: MANAGED CAREER SOLUTIONS

PROGRAM:

☒

Adult

☐

Dislocated Worker

POSITION TITLE: \_\_\_\_\_

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

none

WIA PROGRAM REQUIRED MATRIX - ADULT PROGRAM  
FY2005-2006

Exhibit E

Managed Career Solutions, Inc.

Contract No.:

Modification No.:

API

I. WIA CUMULATIVE ENROLLMENTS AND EXITS	Adult			
	7/1/05-9/30/05	10/1/05-12/31/05	1/1/06-3/31/06	4/01/06-6/30/06
A. New Enrollments	0	0	10	18
B. WIA Carryovers from Prior Program Year*	0	0	0	0
C. Total Enrollments (A+B=C)	0	0	10	18
D. Total Exits**	0	0	0	13
(1) # of Exiters who received Training Services***	0	0	0	8
(2) # of Exiters who entered Unsubsidized Employment** (approx 73.7%)	0	0	0	10
(3) # of Exiters with attainment of recognized credential relating to achievement of educational or occupational skills** (approx. 55%)	0	0	0	6
(4) # of Exiters with retention in unsubsidized employment for six months** (approx 80.7%)	0	0	0	0

\* After the first quarter, this number should remain the same.

\*\*THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

\*\*\* These cumulative numbers will not equal the total.

Program Service Components

II. TOTAL WIA CUMULATIVE ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	7/1/05-9/30/05	10/1/05-12/31/05	1/1/06-3/31/06	4/01/06-6/30/06
A. WIA Core B Enrollments	0	0	10	18
B. WIA Intensive Enrollments	0	0	10	18
C. WIA Training Enrollments	0	0	8	8

3/24/05



## Managed Career Solutions, Inc.

API

**PLEASE NOTE: THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY.** Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

DOL QUARTERLY EXIT PERFORMANCE (Non-Cumulative)	Non-Cumulative									
	Adult									
	7/1/2005-9/30/2005	10/1/2005-12/31/2005	1/1/2006-3/31/2006	4/1/2006-6/30/2006	7/1/2006-9/30/2006	10/1/2006-12/31/2006	1/1/2007-3/31/2007	4/1/2007-6/30/2007		
A. Participant Exits <sup>1</sup>	0	0	0	13						
B. Number of Exiters who received training services	0	0	0	8						
C. Entry into unsubsidized employment: <sup>2</sup> C. $C=(A) \times (.737)$		0		0	10					
D. Attainment of recognized credential relating to achievement of educational or occupational skills: <sup>3</sup> $D=(B) \times (.55)$				0	0	0	5			
E. Retention in unsubsidized employment six months after entry into employment: <sup>4</sup> $E=(C) \times (.807)$				0	0	0	9			
F. Earnings received in unsubsidized employment six months after entry into employment <sup>5</sup>										
The Performance Standard for this measure is a \$3,400 earnings gain over the second and third quarters after exit.										

**\*\*In order to meet performance measures, all fractions must be rounded up to the next highest whole number.**

<sup>1</sup> Numbers are not cumulative and reflect the number of participants who exit per quarter.

<sup>2</sup> The Performance Standard for this measure is 73.7% of participants who exit must be placed in the first quarter after exit. (ie. "C" divided by "A" must equal 73.7%)

<sup>3</sup> The Performance Standard for this measure is 55% of participants who exit and receive training must receive a diploma or credential in the third quarter after exit. (ie. "D" divided by "B" must equal 55%)

<sup>4</sup> The Performance Standard for this measure is 80.7% of the participants who were placed must still be employed in the third quarter after exit. (ie. "E" divided by "C" must equal 80.7%)

<sup>5</sup> The Performance Standard for this measure is a \$3,400 earnings gain over the second and third quarters after exit.

**WIA PROGRAM REQUIRED MATRIX - DISLOCATED WORKER PROGRAM**  
FY2005-2006

Exhibit E

Agency Name: - Managed Career Solutions, Inc.

Contract No.:

Modification No.:

I. WIA <u>CUMULATIVE</u> ENROLLMENTS AND EXITS	Dislocated Worker			
	7/1/05-9/30/05	10/1/05-12/31/05	1/1/06-3/31/06	4/01/06-6/30/06
<b>A. New Enrollments</b>	0	0	9	15
<b>B. WIA Carryovers from Prior Program Year*</b>	0	0	0	0
<b>C. Total Enrollments (A+B=C)</b>	0	0	9	15
<b>D. Total Exits**</b>	0	0	0	11
(1) # of Exiters who received Training Services***	0	0	0	8
(2) # of Exiters who entered Unsubsidized Employment** (approx 78.5%)	0	0	0	9
(3) # of Exiters with attainment of recognized credential relating to achievement of educational or occupational skills** (approx. 58%)	0	0	0	7
(4) # of Exiters with retention in unsubsidized employment for six months** (approx 87.9%)	0	0	0	9

\* After the first quarter, this number should remain the same.

\*\*THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

\*\*\* These cumulative numbers will not equal the total

Program Service Components				
II. TOTAL WIA <u>CUMULATIVE</u> ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	7/1/05-9/30/05	10/1/05-12/31/05	1/1/06-3/31/06	4/01/06-6/30/06
<b>A. WIA Core B Enrollments</b>	0	0	9	15
<b>B. WIA Intensive Enrollments</b>	0	0	9	15
<b>C. WIA Training Enrollments</b>	0	0	7	8

3/24/05

## Managed Career Solutions, Inc.

## API

**PLEASE NOTE: THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY.** Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

Non-Cumulative										
DOL QUARTERLY EXIT PERFORMANCE (Non-Cumulative)	Dislocated Worker									
	7/1/2005-9/30/2005	10/1/2005-12/31/2005	1/1/2006-3/31/2006	4/1/2006-6/30/2006	7/1/2006-9/30/2006	10/1/2006-12/31/2006	1/1/2007-3/31/2007	4/1/2007-6/30/2007		
A. Participant Exits <sup>1</sup>	0	0	0	11						
B. Number of Exiters who received training services	0	0	0	8						
C. Entry into unsubsidized employment. <sup>2</sup> C=(A)*(.785)		0	0	0	9					
D. Attainment of recognized credential relating to achievement of educational or occupational skills. <sup>3</sup> D=(B)*(.58)				0	0	0	6			
E. Retention in unsubsidized employment six months after entry into employment. <sup>4</sup> E=(C)*(.879)				0	0	0	8			
F. Earnings replacement rate in the second and third quarters after exit. <sup>5</sup>									88%	

**\*\*In order to meet performance measures, all fractions must be rounded up to the next highest whole number.**

<sup>1</sup> Numbers are not cumulative and reflect the number of participants who exit per quarter.

<sup>2</sup> The Performance Standard for this measure is 78.5% of participants who exit must be placed in the first quarter after exit. (ie. "C" divided by "A" must equal 78.5%)

<sup>3</sup> The Performance Standard for this measure is 58% of participants who exit and receive training must receive a diploma or credential in the third quarter after exit. (ie. "D" divided by "B" must equal 58%)

<sup>4</sup> The Performance Standard for this measure is 87.9% of the participants who were placed must still be employed in the third quarter after exit. (ie. "E" divided by "C" must equal 87.9%)

<sup>5</sup> The Performance Standard for this measure is that participants will be earning 88% of their pre-dislocation wage over the second and third quarters after exit.